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|                             |   |                        |   |
|-----------------------------|---|------------------------|---|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Commonwealth Annuity and Life Insurance Company |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                        |   |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                        |   |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                        |   |

## Filing at a Glance

|                           |   |
|---------------------------|---|
| Company:                  | Commonwealth Annuity and Life Insurance Company |
| Product Name:             | Revised Variable Annuity GMIR                   |
| State:                    | Arkansas  |
| TOI:                      | A03I Individual Annuities - Deferred Variable   |
| Sub-TOI:                  | A03I.002 Flexible Premium                       |
| Filing Type:              | Form  |
| Date Submitted:           | 07/28/2012                                      |
| SERFF Tr Num:             | MLLM-128521173                                  |
| SERFF Status:             | Closed-Approved-Closed                          |
| State Tr Num:             |   |
| State Status:             | Approved-Closed                                 |
| Co Tr Num:                | 0146ALM01-35                                    |
| Implementation            | On Approval                                     |
| Date Requested:           |   |
| Author(s):                | Jeff Kulesus                                    |
| Reviewer(s):              | Linda Bird (primary)                            |
| Disposition Date:         | 08/02/2012                                      |
| Disposition Status:       | Approved-Closed                                 |
| Implementation Date:      |   |
| State Filing Description: |   |

**State:** Arkansas **Filing Company:** Commonwealth Annuity and Life Insurance Company

**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium

**Product Name:** Revised Variable Annuity GMIR

**Project Name/Number:** Commonwealth Annuity and Life Insurance Company/0146ALM01-35

## General Information

Project Name: Commonwealth Annuity and Life Insurance Company Status of Filing in Domicile: Pending

Project Number: 0146ALM01-35 Date Approved in Domicile:

Requested Filing Mode: Review & Approval Domicile Status Comments: The forms have been submitted and are pending review.

Explanation for Combination/Other: Market Type: Individual

Submission Type: New Submission Individual Market Type:

Overall Rate Impact: Filing Status Changed: 08/02/2012

Deemer Date: State Status Changed: 08/02/2012

Submitted By: Jeff Kulesus Created By: Jeff Kulesus

Corresponding Filing Tracking Number: SKML-125200807

### Filing Description:

Milliman, Inc., is providing this submission on behalf of Commonwealth Annuity and Life Insurance Company ("Company", or "Commonwealth"). A letter from Commonwealth authorizing Milliman, Inc. to represent the Company in this submission is provided under the Supporting Documentation Tab.

Forms 3038-12 and 3039-12 are provided with this submission. The forms are revised Contract Schedules for Forms 3038-07 and 3039-07, which were previously approved by the Department on 07-19-2007, SERFF Tracking Number SKML-125200807, State Tracking Number 36236. It is Commonwealth's intention, upon approval, to lower the Guaranteed Minimum Interest to 1.0% on all new issues of Forms 3038-07 and 3039-07 on a go-forward basis. An amendment to the actuarial memorandum for previously approved Forms 3038-07 and 3039-07 supporting the change in the Guaranteed Minimum Interest Rate are provided under the Supporting Documentation Tab.

Copies of the Form 3038-12 and 3039-12 revised Contract Schedule showing all changes marked are provided under the Supporting Documentation Tab.

By way of this submission, Commonwealth also wishes to correct an omission in the original SKML-125200807 submission in that the Form 3038-07 and 3039-07 contract front covers were submitted without bracketed free look periods. Attached are updated covers for both Forms 3038-07 and 3039-07 in which the free look period has been bracketed as variable. Also attached are revised Statements of Variability explaining there is a 10 day free look period for all contract issues except where contracts are issued as replacements, at which time the free look period will be printed to show 30 days instead.

Thank you for your review and consideration of this submission.

## Company and Contact

### Filing Contact Information

|                          |                           |
|--------------------------|---------------------------|
| Jeff Kulesus, Consultant | Jeff.Kulesus@Milliman.com |
| 2 Conway Park, Ste. 180  | 312-499-5635 [Phone]      |
| 150 Field Drive          | 847-604-8671 [FAX]        |
| Lake Forest, IL 60045    |                           |

**State:** Arkansas **Filing Company:** Commonwealth Annuity and Life Insurance Company  
**TOI/Sub-TOI:** A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium  
**Product Name:** Revised Variable Annuity GMIR  
**Project Name/Number:** Commonwealth Annuity and Life Insurance Company/0146ALM01-35

**Filing Company Information**

(This filing was made by a third party - MUSA01)

|   |                         |                    |
|---|-------------------------|--------------------|
| Commonwealth Annuity and Life Insurance Company | CoCode: 84824           | State of Domicile: |
| 132 Turnpike Road, Suite 210                    | Group Code: 3891        | Massachusetts      |
| Southborough, MA 01772                          | Group Name:             | Company Type: Life |
| (508) 460-2400 ext. [Phone]                     | FEIN Number: 04-6145677 | State ID Number:   |

**Filing Fees**

Fee Required? Yes  
Fee Amount: \$100.00  
Retaliatory? No  
Fee Explanation: 2 forms X \$50.00@ = \$100.00.  
Per Company: No

| Company   | Amount   | Date Processed | Transaction # |
|---|----------|----------------|---------------|
| Commonwealth Annuity and Life Insurance Company | \$100.00 | 07/28/2012     | 61259588      |

|                             |   |                          |   |                            |              |
|-----------------------------|---|--------------------------|---|----------------------------|--------------|
| <b>SERFF Tracking #:</b>    | MLLM-128521173  | <b>State Tracking #:</b> |   | <b>Company Tracking #:</b> | 0146ALM01-35 |
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b>   | Commonwealth Annuity and Life Insurance Company |                            |              |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                          |   |                            |              |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                          |   |                            |              |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                          |   |                            |              |

## Correspondence Summary

### Dispositions

| Status          | Created By | Created On | Date Submitted |
|-----------------|------------|------------|----------------|
| Approved-Closed | Linda Bird | 08/02/2012 | 08/02/2012     |

|                             |   |                        |   |
|-----------------------------|---|------------------------|---|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Commonwealth Annuity and Life Insurance Company |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                        |   |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                        |   |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                        |   |

## Disposition

Disposition Date: 08/02/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

| Schedule            | Schedule Item  | Schedule Item Status | Public Access |
|---------------------|--|----------------------|---------------|
| Supporting Document | Flesch Certification   |                      | No            |
| Supporting Document | Application  |                      | Yes           |
| Supporting Document | Life & Annuity - Acturial Memo   |                      | No            |
| Supporting Document | Third Party Authoization Letter  |                      | Yes           |
| Supporting Document | Statements of Variability  |                      | Yes           |
| Supporting Document | Previously Approved Contract Covers with Brackets<br>Around the Free Look Period |                      | Yes           |
| Supporting Document | Copies of Revised Material Showing Changes Marked                                |                      | Yes           |
| Form                | Contract Schedule  |                      | Yes           |
| Form                | Contract Schedule  |                      | Yes           |

|                             |   |                        |   |
|-----------------------------|---|------------------------|---|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Commonwealth Annuity and Life Insurance Company |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                        |   |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                        |   |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                        |   |

## Form Schedule

| Lead Form Number: 3038-12 |                      |             |           |                   |   |                   |                        |
|---------------------------|----------------------|-------------|-----------|-------------------|---|-------------------|------------------------|
| Item No.                  | Schedule Item Status | Form Number | Form Type | Form Name         | Action/ Action Specific Data  | Readability Score | Attachments            |
| 1                         |                      | 3038-12     | SCH       | Contract Schedule | Revised:<br>Replaced Form #: 3038-07<br>Previous Filing #: SKML-125200807 | 0.000             | 3038-12 07-06-2012.pdf |
| 2                         |                      | 3039-12     | SCH       | Contract Schedule | Revised:<br>Replaced Form #: 3039-07<br>Previous Filing #: SKML-125200807 | 0.000             | 3039-12 07-06-2012.pdf |

### Form Type Legend:

|             |   |             |  |
|-------------|---|-------------|--|
| <b>ADV</b>  | Advertising   | <b>AEF</b>  | Application/Enrollment Form                              |
| <b>CER</b>  | Certificate   | <b>CERA</b> | Certificate Amendment, Insert Page, Endorsement or Rider |
| <b>DDP</b>  | Data/Declaration Pages  | <b>FND</b>  | Funding Agreement (Annuity, Individual and Group)        |
| <b>MTX</b>  | Matrix  | <b>NOC</b>  | Notice of Coverage                                       |
| <b>OTH</b>  | Other   | <b>OUT</b>  | Outline of Coverage                                      |
| <b>PJK</b>  | Policy Jacket   | <b>POL</b>  | Policy/Contract/Fraternal Certificate                    |
| <b>POLA</b> | Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider | <b>SCH</b>  | Schedule Pages   |

## CONTRACT SCHEDULE

|   |   |  |
|---|---|--|
| Contract number:                                | [CWPP_ADV_FL]   | Issue Date: [December 03, 2007]        |
| Initial Purchase Payment:                       | [\$3,562.00]  | Type of Contract: [Qualified - 403(b)] |
| Owner:  | [PATRICE A ROE]   |  |
| Owner date of birth<br>or trust inception date: | [June 11, 1952]   |  |
| Annuitant:                                      | [PATRICE A ROE]   |  |
| Annuitant gender:                               | [Female]  |  |
| Annuitant date of birth:                        | [June 11, 1952]   |  |
| Joint Owner:                                    | [None]  |  |
| Joint Owner date of birth:                      | [N/A]   |  |
| Joint Annuitant:                                | [None]  |  |
| Joint Annuitant gender:                         | [N/A]   |  |
| Joint Annuitant date of birth:                  | [N/A]   |  |
| Annuity Date:                                   | [June 11, 2042]   |  |
| Maximum Annuity Date:                           | [Valuation Date on or next following the later of the original older Owner's<br>or Annuitant's 90th birthday] |  |
| Minimum Annuity Date:                           | [Valuation Date on or next following one year from the Issue Date]  |  |
| Maximum Owner Age<br>on Date of Issue:          | [79]  |  |
| Maximum Annuitant Age<br>on Date of Issue:      | [79]  |  |
| [Date of Continuance: N/A]                      |   |  |
| [Step-Up Death Benefit: Selected]               |   |  |
| No Withdrawal Charge Rider:                     | [Selected]  |  |
| Agent:  | [JOHN SHOWALTER]  |  |

## Contract Schedule (continued)

### Fixed Account

We declare a fixed account interest rate for each Purchase Payment allocation and for each Contract Value transfer to the Fixed Account for an initial period and at the start of each subsequent period. This interest rate will never be less than the minimum guaranteed Fixed Account interest rate.

The minimum guaranteed Fixed Account interest rate: [Contract Years 1 – 10 1.00%  
11+ 1.00%]

The Initial Period is: [Through the end of the calendar month in which the Purchase Payment or transfer request is received and for 12 additional calendar months thereafter]

Subsequent periods are: [12 calendar months]

### Purchase Payments

Maximum Purchase Payment Date: [prior to older Owner's or Annuitant's 80<sup>th</sup> birthday]

Maximum Total Purchase Payments: [\$1,000,000] or a higher amount with our prior approval

Maximum Fixed Account Purchase Payments Per Contract Year: [\$100,000] Non-Qualified  
[\$1,000,000] Qualified

Minimum Initial Purchase Payment: [\$2,500] Non-Qualified  
[\$50] Qualified

Minimum Subsequent Purchase Payment: [\$500] Non-Qualified  
[\$50] Qualified

Minimum Initial Account Allocation: [Subaccount \$50]

Minimum Subsequent Account Allocation: [Subaccount \$50]



## CONTRACT SCHEDULE (continued)

### Withdrawal Charge:

Each Contract Year we guarantee that you can withdraw up to the Free Withdrawal Amount without incurring a withdrawal charge. We also apply the Free Withdrawal Amount upon full surrender of the Contract. The Free Withdrawal Amount, which will never be less than zero, is equal to (a + b) multiplied by 10% — c, where:

- a) is Contract Value less Debt prior to the withdrawal or surrender ;
- b) is previous partial withdrawals made during the Contract Year (whether or not subject to withdrawal charges); and
- c) is previous partial withdrawals made during the Contract Year that were not subject to withdrawal charges.

If you withdraw an amount in excess of the Free Withdrawal Amount, we may impose a withdrawal charge on the excess. At the time of the withdrawal or surrender, we will determine whether the amount withdrawn includes Purchase Payments (and earnings attributable to those Purchase Payments) that were made within the previous six Contribution Years. We will determine the withdrawal charge percentage for each Purchase Payment and earnings attributable to that Purchase Payment withdrawn as follows:

| Contribution Year | Withdrawal Charge |
|-------------------|-------------------|
| [First            | [6]%              |
| Second            | [5]%              |
| Third             | [4]%              |
| Fourth            | [3]%              |
| Fifth             | [2]%              |
| Sixth             | [1]%              |
| Seventh +]        | [0]%              |

For purposes of calculating the withdrawal charge on partial withdrawals and surrenders, we assume that amounts are withdrawn from Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which they were received.

The Free Withdrawal Amount and withdrawal charge also generally apply at annuitization to amounts attributable to Purchase Payments (and earnings attributable to those Purchase Payments) in their sixth Contribution Year or earlier. However, we do not assess a withdrawal charge upon annuitization if you select Annuity Option 2, 3, 4, or 5, or if payments under Annuity Option 1 are scheduled to continue for at least ten years.

Annual Contract Fee (deducted from Contract Value):                      \$[30.00]

[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.

When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]

## CONTRACT SCHEDULE (continued)

|   |         |
|---|---------|
| Mortality and Expense Risk Charge (as a percentage of Separate Account Contract Value): | [1.15]% |
| Administration Charge (as a percentage of Separate Account Contract Value):             | [0.15]% |
| [Step-Up Death Benefit Charge:] (as a percentage of Separate Account Contract Value):]  | [0.20%] |
| [No Withdrawal Charge Rider Charge (as a percentage of Contract Value):]                | [0.35]% |

### [Commutation Charge

For a fixed Annuity Option:

- 1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.

For a variable Annuity Option:

- 1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.

We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.

This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]

### [Qualified Plan Loan Interest Rate Charged

Loans not subject to ERISA: 5.50%

Loans subject to ERISA: Moody's Corporate Bond Yield Average-Monthly Average Corporates (rounded to the nearest 0.25%)

[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less [2.5]%]

Premium Tax: [0.00]%  
3038-12 7

# **CONTRACT SCHEDULE (continued)**

| Initial Allocations                 | Source | Initial Annual Effective Interest Rate(s) | Allocation Percentage(s) |
|-------------------------------------|--------|---|--------------------------|
| [Franklin Income Securities]        | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Discovery]         | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Shares Securities] | [EE]   | [N/A]                                     | [20.00]                  |
| [GS VIT Core Fixed Income]          | [EE]   | [N/A]                                     | [20.00]                  |
| [Templeton Growth Securities]       | [EE]   | [N/A]                                     | [20.00]                  |

Separate Account: Commonwealth Annuity Separate Account A

|   |   |
|---|---|
| AIM V.I. Core Equity Fund                             | Goldman Sachs VIT Core Fixed Income Fund              |
| AIM V.I. Leisure Fund                                 | Goldman Sachs VIT Equity Index Fund                   |
| AllianceBernstein VPS Intermediate Bond               | Goldman Sachs VIT Government Income Fund              |
| AllianceBernstein VPS International Value Portfolio   | Goldman Sachs VIT Growth and Income Fund              |
| AllianceBernstein VPS Small Cap Growth Portfolio      | Goldman Sachs VIT Growth Opportunities Fund           |
| AllianceBernstein VPS Small/Mid Cap Value Portfolio   | Goldman Sachs VIT Money Market Fund                   |
| FT VIP Franklin Global Communications Securities Fund | Goldman Sachs VIT Strategic International Equity Fund |
| FT VIP Franklin Income Securities Fund                | Goldman Sachs VIT Structured Small Cap Equity Fund    |
| FT VIP Franklin Mutual Discovery Securities Fund      | Goldman Sachs VIT Structured U.S. Equity Fund         |
| FT VIP Franklin Mutual Shares Securities Fund         | Janus Aspen Forty Portfolio                           |
| FT VIP Franklin Small Cap Value Securities Fund       | Janus Aspen Midcap Growth Portfolio                   |
| FT VIP Templeton Global Asset Allocation Fund         | Janus Aspen Perkins Midcap Value Portfolio            |
| FT VIP Templeton Growth Securities Fund               | Janus Aspen Perkins Small Company Value Portfolio     |
| Goldman Sachs Balanced Strategy Portfolio             | Oppenheimer Balanced Fund/VA                          |
| Goldman Sachs Equity Growth Strategy Portfolio        | Oppenheimer Global Securities Fund/VA                 |
| Goldman Sachs Growth and Income Strategy Portfolio    | Oppenheimer Main St Small Cap Fund/VA                 |
| Goldman Sachs Growth Strategy Portfolio               | Oppenheimer Strategic Bond Fund/VA                    |
| Goldman Sachs International Real Estate Security Fund | Pioneer Cullen Value VCT Portfolio                    |
| Goldman Sachs Real Estate Security Fund               | Pioneer Emerging Markets VCT Portfolio                |
| Goldman Sachs Tollkeeper Fund                         | Pioneer Growth Opportunities VCT Portfolio            |
| Goldman Sachs VIT Capital Growth Fund                 | Pioneer Mid Cap Value VCT Portfolio                   |

## CONTRACT SCHEDULE

|   |   |  |
|---|---|--|
| Contract number:                                | [CW_PREF_FL]  | Issue Date: [December 03, 2007]        |
| Initial Purchase Payment:                       | [\$200.00]  | Type of Contract: [Qualified - 403(b)] |
| Owner:  | [MICHELE G ROE]   |  |
| Owner date of birth<br>or trust inception date: | [December 15, 1966]   |  |
| Annuitant:                                      | [MICHELE G ROE]   |  |
| Annuitant gender:                               | [Female]  |  |
| Annuitant date of birth:                        | [December 15, 1966]   |  |
| Joint Owner:                                    | [None]  |  |
| Joint Owner date of birth:                      | [N/A]   |  |
| Joint Annuitant:                                | [None]  |  |
| Joint Annuitant gender:                         | [N/A]   |  |
| Joint Annuitant date of birth:                  | [N/A]   |  |
| Annuity Date:                                   | [December 15, 2056]   |  |
| Maximum Annuity Date:                           | [Valuation Date on or next following the later of the original older Owner's<br>or Annuitant's 90th birthday] |  |
| Minimum Annuity Date:                           | [Valuation Date on or next following one year from the Issue Date]  |  |
| Maximum Owner Age<br>on Date of Issue:          | [79]  |  |
| Maximum Annuitant Age<br>on Date of Issue:      | [79]  |  |
| [Step-Up Death Benefit:                         | Selected]   |  |
| Agent:  | [LARRY FOLFLR]  |  |

## Contract Schedule (continued)

### Fixed Account

We declare a fixed account interest rate for each Purchase Payment allocation and for each Contract Value transfer to the Fixed Account for an initial period and at the start of each subsequent period. This interest rate will never be less than the minimum guaranteed Fixed Account interest rate.

The minimum guaranteed Fixed Account interest rate: [Contract Years 1 – 10 21.00%  
11+ 31.00%]

The Initial Period is: [Through the end of the calendar month in which the Purchase Payment or transfer request is received and for 12 additional calendar months thereafter]

Subsequent periods are: [12 calendar months]

### Purchase Payments

Maximum Purchase Payment Date: [prior to older Owner's or Annuitant's 81st birthday]

Maximum Total Purchase Payments: [\$1,000,000 or a higher amount with our prior Approval]

Maximum Fixed Account Purchase Payments Per Contract Year: [\$1,000,000]

Minimum Initial Purchase Payment: [\$2,500] Non-Qualified  
[\$50] Qualified

Minimum Subsequent Purchase Payment: [\$500] Non-Qualified  
[\$50] Qualified

Minimum Initial Account Allocation: [Subaccount \$50]

Purchase Payment Bonus ("PPB") [4]%

## CONTRACT SCHEDULE (continued)

Each Contract Year we guarantee that you can withdraw up to the Free Withdrawal Amount without incurring a withdrawal charge. We also apply the Free Withdrawal Amount upon full surrender of the Contract. The Free Withdrawal Amount, which will never be less than zero, is equal to (a + b) multiplied by 10% — c, where:

- a) is Contract Value less Debt prior to the withdrawal or surrender ;
- b) is previous partial withdrawals made during the Contract Year (whether or not subject to withdrawal charges); and
- c) is previous partial withdrawals made during the Contract Year that were not subject to withdrawal charges.

If you withdraw an amount in excess of the Free Withdrawal Amount, we may impose a withdrawal charge on the excess. At the time of the withdrawal or surrender, we will determine whether the amount withdrawn includes Purchase Payments (and PPBs and earnings attributable to those Purchase Payments and PPBs) that were made within the previous six Contribution Years. We will determine the withdrawal charge percentage for each Purchase Payment (and PPB and earnings attributable to that Purchase Payment and PPB) withdrawn as follows:

| Contribution Year | Withdrawal Charge |
|-------------------|-------------------|
| [First            | [6]%              |
| Second            | [5]%              |
| Third             | [4]%              |
| Fourth            | [3]%              |
| Fifth             | [2]%              |
| Sixth             | [1]%              |
| Seventh +]        | [0]%              |

For purposes of calculating the withdrawal charge on partial withdrawals and surrenders, we assume that amounts are withdrawn from Purchase Payments (and PPBs and earnings attributable to those Purchase Payments) in the chronological order in which they were received.

The Free Withdrawal Amount and withdrawal charge also generally apply at annuitization to amounts attributable to Purchase Payments (and earnings attributable to those Purchase Payments and PPBs) in their eighth Contribution Year or earlier. However, we do not assess a withdrawal charge upon annuitization if you select Annuity Option 2, 3, 4, or 5, or if payments under Annuity Option 1 are scheduled to continue for at least ten years.

Annual Contract Fee (deducted from Contract Value):                      \$[30.00]

[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.

When we deduct the Contract Fee, we will reduce Purchase Payments (and PPBs and earnings attributable to those Purchase Payments and PPBs) in the chronological order in which we received such Purchase Payments in the Contract.]

## CONTRACT SCHEDULE (continued)

Mortality and Expense Risk Charge (as a percentage of Separate Account Contract Value): [1.15]%

Administration Charge (as a percentage of Separate Account Contract Value): [0.15]%

[Step-Up Death Benefit Charge:] (as a percentage of Separate Account Contract Value): [0.20%]

### [Commutation Charge]

For a fixed Annuity Option:

- 1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.

For a variable Annuity Option:

- 1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.

We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.

This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]

### [Qualified Plan Loan Interest Rate Charged]

Loans not subject to ERISA: 5.50%

Loans subject to ERISA: Moody's Corporate Bond Yield Average-Monthly Average Corporates (rounded to the nearest 0.25%)

Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%]

Premium Tax: [0.00]%

# **CONTRACT SCHEDULE (continued)**

| Initial Allocations                 | Source | Initial Annual Effective Interest Rate(s) | Allocation Percentage(s) |
|-------------------------------------|--------|---|--------------------------|
| [Franklin Income Securities]        | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Discovery]         | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Shares Securities] | [EE]   | [N/A]                                     | [20.00]                  |
| [GS VIT Core Fixed Income]          | [EE]   | [N/A]                                     | [20.00]                  |
| [Templeton Growth Securities]       | [EE]   | [N/A]                                     | [20.00]                  |

Separate Account: Commonwealth Annuity Separate Account A

|   |   |
|---|---|
| AIM V.I. Core Equity Fund                             | Goldman Sachs VIT Core Fixed Income Fund              |
| AIM V.I. Leisure Fund                                 | Goldman Sachs VIT Equity Index Fund                   |
| AllianceBernstein VPS Intermediate Bond               | Goldman Sachs VIT Government Income Fund              |
| AllianceBernstein VPS International Value Portfolio   | Goldman Sachs VIT Growth and Income Fund              |
| AllianceBernstein VPS Small Cap Growth Portfolio      | Goldman Sachs VIT Growth Opportunities Fund           |
| AllianceBernstein VPS Small/Mid Cap Value Portfolio   | Goldman Sachs VIT Money Market Fund                   |
| FT VIP Franklin Global Communications Securities Fund | Goldman Sachs VIT Strategic International Equity Fund |
| FT VIP Franklin Income Securities Fund                | Goldman Sachs VIT Structured Small Cap Equity Fund    |
| FT VIP Franklin Mutual Discovery Securities Fund      | Goldman Sachs VIT Structured U.S. Equity Fund         |
| FT VIP Franklin Mutual Shares Securities Fund         | Janus Aspen Forty Portfolio                           |
| FT VIP Franklin Small Cap Value Securities Fund       | Janus Aspen Midcap Growth Portfolio                   |
| FT VIP Templeton Global Asset Allocation Fund         | Janus Aspen Perkins Midcap Value Portfolio            |
| FT VIP Templeton Growth Securities Fund               | Janus Aspen Perkins Small Company Value Portfolio     |
| Goldman Sachs Balanced Strategy Portfolio             | Oppenheimer Balanced Fund/VA                          |
| Goldman Sachs Equity Growth Strategy Portfolio        | Oppenheimer Global Securities Fund/VA                 |
| Goldman Sachs Growth and Income Strategy Portfolio    | Oppenheimer Main St Small Cap Fund/VA                 |
| Goldman Sachs Growth Strategy Portfolio               | Oppenheimer Strategic Bond Fund/VA                    |
| Goldman Sachs International Real Estate Security Fund | Pioneer Cullen Value VCT Portfolio                    |
| Goldman Sachs Real Estate Security Fund               | Pioneer Emerging Markets VCT Portfolio                |
| Goldman Sachs Tollkeeper Fund                         | Pioneer Growth Opportunities VCT Portfolio            |
| Goldman Sachs VIT Capital Growth Fund                 | Pioneer Mid Cap Value VCT Portfolio                   |



|                             |   |                        |   |
|-----------------------------|---|------------------------|---|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Commonwealth Annuity and Life Insurance Company |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                        |   |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                        |   |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                        |   |

## Supporting Document Schedules

|  |  | Item Status: | Status Date: |
|--|--|--------------|--------------|
| Satisfied - Item:                              | Application  |              |              |
| Comments:                                      | The Form Number of the previously approved application is AD-401, which was approved on 07-19-2007, SERFF Trackign Number SKML-125200807, State Tracking Number 36236. |              |              |
| Attachment(s):                                 |  |              |              |
| AD-401 Variable Annuity Application Sample.pdf |  |              |              |

|                              |                                 | Item Status: | Status Date: |
|------------------------------|---------------------------------|--------------|--------------|
| Satisfied - Item:            | Third Party Authoization Letter |              |              |
| Comments:                    | Third Party Authoization Letter |              |              |
| Attachment(s):               |                                 |              |              |
| CWA Authorization letter.pdf |                                 |              |              |

|  |                           | Item Status: | Status Date: |
|--|---------------------------|--------------|--------------|
| Satisfied - Item:  | Statements of Variability |              |              |
| Comments:  | Statements of Variability |              |              |
| Attachment(s):   |                           |              |              |
| 3038-07 Statement of Variability with Cover 07-17-2012.pdf |                           |              |              |
| 3039-07 Statement of Variability with Cover 07-17-2012.pdf |                           |              |              |

|                             |  | Item Status: | Status Date: |
|-----------------------------|--|--------------|--------------|
| Satisfied - Item:           | Previously Approved Contract Covers with Brackets Around the Free Look Period  |              |              |
| Comments:                   | Previously approved contract covers with brackets around the free look period. |              |              |
| Attachment(s):              |  |              |              |
| 3038-07 2012 07-16-2012.pdf |  |              |              |
| 3039-07 2012 07-16-2012.pdf |  |              |              |

|                     |                     |
|---------------------|---------------------|
| <b>Item Status:</b> | <b>Status Date:</b> |
|---------------------|---------------------|

|                             |   |                        |   |
|-----------------------------|---|------------------------|---|
| <b>State:</b>               | Arkansas  | <b>Filing Company:</b> | Commonwealth Annuity and Life Insurance Company |
| <b>TOI/Sub-TOI:</b>         | A03I Individual Annuities - Deferred Variable/A03I.002 Flexible Premium |                        |   |
| <b>Product Name:</b>        | Revised Variable Annuity GMIR   |                        |   |
| <b>Project Name/Number:</b> | Commonwealth Annuity and Life Insurance Company/0146ALM01-35            |                        |   |

|   |   |  |  |
|---|---|--|--|
| Satisfied - Item:   | Copies of Revised Material Showing Changes Marked |  |  |
| Comments:   | Copies of Revised Material Showing Changes Marked |  |  |
| Attachment(s):  |   |  |  |
| 3038-07 2012 07-16-2012 Changes Marked.pdf                                |   |  |  |
| 3039-07 2012 07-16-2012 Changes Marked.pdf                                |   |  |  |
| 3038-07 Statement of Variability with Cover 07-17-2012 Changes Marked.pdf |   |  |  |
| 3039-07 Statement of Variability with Cover 07-17-2012 Changes Marked.pdf |   |  |  |
| 3038-12 06-29-2012 Changes Marked.pdf                                     |   |  |  |
| 3038-12 07-06-2012 Changes Marked.pdf                                     |   |  |  |



132 Turnpike Road, Suite 210, Southborough, MA 01772

## VARIABLE ANNUITY APPLICATION

|                              |  |   |  |                                  |                                    |
|------------------------------|--|---|--|----------------------------------|------------------------------------|
| <b>Product: Advantage IV</b> |  |   |  |                                  |                                    |
| <b>Plan Type:</b>            | <input type="checkbox"/> Non-Qualified | <input type="checkbox"/> 408(b)         | <input type="checkbox"/> IRA (Traditional) | <input type="checkbox"/> 401(k)  | B/D Client Acct. # (if applicable) |
|                              | <input type="checkbox"/> 403(b)        | <input type="checkbox"/> Roth IRA       | <input type="checkbox"/> Simple IRA        | <input type="checkbox"/> SEP-IRA |                                    |
|                              | <input type="checkbox"/> 457(b) gov    | <input type="checkbox"/> 457(b) non-gov | <input type="checkbox"/> Other _____       |                                  |                                    |

### 1. Employer Information [(For 401, 403(B), Simple IRA, SEP-IRA and 457(b) plans)]

|  |                                    |
|--|------------------------------------|
| Employer Name:   | Date of Employment: ____/____/____ |
| If this application is for an existing employer sponsored plan, please supply: Plan #: _____ Bill #: _____ |                                    |
| If this application is for a new employer sponsored plan, please complete form # [XXXXXX]                  |                                    |

### 2. Owner (If the owner is a Trust, please submit the first and last page of the Trust document and complete form # [XXXXXX])

|  |  |  |
|--|--|--|
| Name:  | Birth/Trust Date (mo/day/yr) ____/____/____  | Sex: <input type="checkbox"/> M <input type="checkbox"/> F |
| Street Address*:   | City, State, Zip   | SSN/Tax I.D. #:  |
| Daytime Phone:   | Mother's Maiden Name:  |  |
| Driver's License # or State ID # or Other Government Issue ID # and Expiration Date: |  |  |
| E-mail:  | Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, country of Origin: |  |

### 3. Joint Owner (Non-Qualified contracts only)

|  |  |  |
|--|--|--|
| Name:  | Birth/Trust Date (mo/day/yr) ____/____/____  | Sex: <input type="checkbox"/> M <input type="checkbox"/> F |
| Street Address*:   | City, State, Zip   | SSN/Tax I.D. #:  |
| Daytime Phone:   | Mother's Maiden Name:  |  |
| Driver's License # or State ID # or Other Government Issue ID # and Expiration Date: |  |  |
| E-mail:  | Are you a U.S. Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, country of Origin: |  |

### 4. Annuitant (If different from owner)

|                  |   |  |
|------------------|---|--|
| Name:            | Birth/Trust Date (mo/day/yr) ____/____/____ | Sex: <input type="checkbox"/> M <input type="checkbox"/> F |
| Street Address*: | City, State, Zip                            | SSN/Tax I.D. #:  |
| Daytime Phone:   | E-mail:                                     |  |

### 5. Joint Annuitant (Non-Qualified contracts only)

|                  |   |  |
|------------------|---|--|
| Name:            | Birth/Trust Date (mo/day/yr) ____/____/____ | Sex: <input type="checkbox"/> M <input type="checkbox"/> F |
| Street Address*: | City, State, Zip                            | SSN/Tax I.D. #:  |
| Daytime Phone:   | E-mail:                                     |  |

\*REQUIRED: If mailing address is a P. O. Box, please provide street address in Remarks section on page 5

## 6. Beneficiary

Unless you specify otherwise, payments will be shared equally by all primary beneficiaries who survive or, if none, by all contingent beneficiaries who survive. If additional space is needed, please use the Remarks section on page 5 or include a signed attachment to this application. If the beneficiary is a trust, corporation or partnership please provide the entity's name, address and date established

If you named joint owners, do not select a primary beneficiary below since the surviving joint owner is automatically the beneficiary of any death benefits resulting from the death of a joint owner.

|  |               |                           |   |
|--|---------------|---------------------------|---|
| Primary Name:                          | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Primary Name: | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Contingent    |               |                           |   |
| <input type="checkbox"/> Primary Name: | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Contingent    |               |                           |   |
| <input type="checkbox"/> Primary Name: | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Contingent    |               |                           |   |
| <input type="checkbox"/> Primary Name: | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Contingent    |               |                           |   |
| <input type="checkbox"/> Primary Name: | Relationship: | Birth Date ____/____/____ | % |
| <input type="checkbox"/> Contingent    |               |                           |   |

## 7. Replacement

Do you have any existing annuity contracts or life insurance? ☐ Yes ☐ No

Will any existing life insurance or annuity contract be replaced or will values from another insurance policy or annuity contract (through loans, surrenders or otherwise) be used to pay purchase payments for the annuity contract applied for? ☐ Yes ☐ No

If yes, please indicate company name and policy number. Company Name: \_\_\_\_\_ Policy # \_\_\_\_\_

(If more than one company use Remarks section on page 5.)

## 8. Annuity Date

(mo/day/yr) \_\_\_\_/\_\_\_\_/\_\_\_\_ (Not to be earlier or later than the dates permitted under the contract.)

## 9. Purchase Payment(s) (Make checks payable to Commonwealth Annuity and Life Insurance Company)

|  |   |   |  |                            |
|--|---|---|--|----------------------------|
| A. Initial Payment \$: _____ <input type="checkbox"/> Check <input type="checkbox"/> Wire Bank Originating Wire _____                                  |   |   |  |                            |
| B. Expected Transfer Amount:   |   | Distributor Trade/Transaction ID (if applicable):                           |  |                            |
| Non-Qualified:   | <input type="checkbox"/> 1035 Tax-Free Exchange | <input type="checkbox"/> Direct Investment (check/wire)                     | <input type="checkbox"/> CD/Mutual Fund Transfer   |                            |
| 403(b) Qualified:  | <input type="checkbox"/> Direct Transfer        | <input type="checkbox"/> Direct Rollover                                    | <input type="checkbox"/> Rollover  |                            |
| IRA/Roth:  | <input type="checkbox"/> Direct Transfer        | <input type="checkbox"/> Regular Contribution (_____ Contribution Tax Year) |  |                            |
|  | <input type="checkbox"/> Rollover               | <input type="checkbox"/> Direct Rollover                                    |  |                            |
| C. <input type="checkbox"/> Payroll Deduction:   |   |   |  |                            |
|  | Purchase Payment Amount                         | # of Purchase Payments  | Annual Purchase Payment  | Purchase Payment Frequency |
| Employee   |   | X   | = \$   |                            |
| Employee   |   | X   | = \$   |                            |
| <b>Total: \$</b>   |   |   |  |                            |
| D. <input type="checkbox"/> Pre-Authorized checking (Systematic Accumulations)   |   |   | Please attach a voided check. (voided withdrawal slip may be used with savings accounts).  |                            |
| <input type="checkbox"/> I authorize automatic deductions of \$ _____ from my bank account to be applied to this contract at. A \$100 minimum applies. |   |   | Frequency: Every <input type="checkbox"/> 1 <input type="checkbox"/> 3 <input type="checkbox"/> 6 <input type="checkbox"/> 12 Months |                            |
|  |   |   | Beginning: ____/____/____  |                            |

**10. Purchase Payment Allocation** Allocations must total 100%. Maximum of 18 subaccounts may be selected.

**[Large Blend**

- ☐ % AIM V.I. Core Equity II  
☐ % Franklin Mutual Discovery Securities CI2  
☐ % Goldman Sachs VIT Equity Index Svc  
☐ % Goldman Sachs Strategic Intl Equity Svc  
☐ % Goldman Sachs VIT Structured U.S. Eq Svc  
☐ % Oppenheimer Balanced/VA Svc  
☐ % Pioneer Emerging Markets VCT II

**Large Growth**

- ☐ % AIM V.I. Leisure II  
☐ % Franklin Global Communications CI2  
☐ % Goldman Sachs VIT Capital Growth Svc  
☐ % Janus Aspen Forty Svc (MF)  
☐ % Oppenheimer Global Securities/VA Svc

**Large Value**

- ☐ % AllianceBern VPS International Value B  
☐ % Franklin Income Securities CI2  
☐ % Franklin Mutual Shares Securities CI2  
☐ % Goldman Sachs VIT Growth & Income I  
☐ % Pioneer Cullen Value VCT II  
☐ % Templeton Global Asset Allocation CI2  
☐ % Templeton Growth Securities CI2

**Mid Blend**

- ☐ % Janus Aspen MdCp Value Svc (MF)  
☐ % Pioneer Mid Cap Value VCT II

**Mid Growth**

- ☐ % Goldman Sachs VIT Growth Opport Svc  
☐ % Janus Aspen MdCp Growth Svc (MF)

**Mid Value**

- ☐ % AllianceBern VPS Small/Mid Cap Value B

**Small Blend**

- ☐ % Goldman Sachs VIT Structured SmCp Eq I  
☐ % Oppenheimer Main St Small Cap/VA Svc

**Small Growth**

- ☐ % AIM V.I. Small Cap Growth II  
☐ % AllianceBern VPS Small Cap Growth B

**Small Value**

- ☐ % Franklin Small Cap Value Securities CI2  
☐ % Janus Aspen Sm Co Valu Svc (MF)

**Bonds**

- ☐ % AllianceBern VPS Amer GovtInc B  
☐ % Goldman Sachs VIT Core Fixed Income Svc  
☐ % Goldman Sachs VIT Govt Income Svc  
☐ % Goldman Sachs VIT Money Market Svc \*  
☐ % Oppenheimer Strategic Bnd Fund/VA Svc

**Fixed Account**

- ☐ %]

**[FOR QUALIFIED PLANS ONLY**

**Large Value**

- ☐ % Goldman Sachs Balanced Strat A LW\*  
☐ % Goldman Sachs Equity Growth Strateg A LW  
☐ % Goldman Sachs Growth & Inc Strat A LW\*  
☐ % Goldman Sachs Growth Strat A LW\*

**Large Blend**

- ☐ % Goldman Sachs Intl Real Estate Sec A LW

**Mid Value**

- ☐ % Goldman Sachs Real Estate A Load Waived

**Mid Growth**

- ☐ % Goldman Sachs Tollkeeper A Load Waived]

\*If you elect a Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider, you may only allocate Purchase Payments to these subaccounts.

**11. Automatic Asset Rebalancing** (Not available concurrently with Dollar Cost Averaging)

☐ I elect Automatic Asset Rebalancing of all subaccounts.

**Frequency:** Every ☐ 1 ☐ 3 ☐ 6 ☐ 12 months

**Beginning:** \_\_\_\_/\_\_\_\_/\_\_\_\_

Unless otherwise specified, rebalancing to the allocation percentages selected in Section 10 of this application will occur each period on the same day as the contract was issued. Note that the Fixed Account is not included in the Automatic Asset Balancing Program.

**12. Dollar Cost Averaging** (Not available with Automatic Asset Rebalancing).☐ Please transfer \$ \_\_\_\_\_ (\$100 minimum) from \_\_\_\_\_ (enter name of subaccount)☐ Frequency: Every ☐ 1 ☐ 3 ☐ 6 ☐ 12 months ☐ Enhanced Dollar Cost Averaging Beginning: \_\_\_\_/\_\_\_\_/\_\_\_\_

Unless otherwise specified, Dollar Cost Averaging will occur each period on the date the contract is issued.

Transfer To (Allocations must total 100%)

**[Large Blend**

\_\_\_\_ % AIM V.I. Core Equity II  
\_\_\_\_ % Franklin Mutual Discovery Securities CI2  
\_\_\_\_ % Goldman Sachs VIT Equity Index Svc  
\_\_\_\_ % Goldman Sachs Strategic Intl Equity Svc  
\_\_\_\_ % Goldman Sachs VIT Structured U.S. Eq Svc  
\_\_\_\_ % Oppenheimer Balanced/VA Svc  
\_\_\_\_ % Pioneer Emerging Markets VCT II

**Large Growth**

\_\_\_\_ % AIM V.I. Leisure II  
\_\_\_\_ % Franklin Global Communications CI2  
\_\_\_\_ % Goldman Sachs VIT Capital Growth Svc  
\_\_\_\_ % Janus Aspen Forty Svc (MF)  
\_\_\_\_ % Oppenheimer Global Securities/VA Svc

**Large Value**

\_\_\_\_ % AllianceBern VPS International Value B  
\_\_\_\_ % Franklin Income Securities CI2  
\_\_\_\_ % Franklin Mutual Shares Securities CI2  
\_\_\_\_ % Goldman Sachs VIT Growth & Income I  
\_\_\_\_ % Pioneer Cullen Value VCT II  
\_\_\_\_ % Templeton Global Asset Allocation CI2  
\_\_\_\_ % Templeton Growth Securities CI2

**Mid Blend**

\_\_\_\_ % Janus Aspen MdCp Value Svc (MF)  
\_\_\_\_ % Pioneer Mid Cap Value VCT II

**Mid Growth**

\_\_\_\_ % Goldman Sachs VIT Growth Opport Svc  
\_\_\_\_ % Janus Aspen MdCp Growth Svc (MF)

**Mid Value**

\_\_\_\_ % AllianceBern VPS Small/Mid Cap Value B

**Small Blend**

\_\_\_\_ % Goldman Sachs VIT Structured SmCp Eq I  
\_\_\_\_ % Oppenheimer Main St Small Cap/VA Svc

**Small Growth**

\_\_\_\_ % AIM V.I. Small Cap Growth II  
\_\_\_\_ % AllianceBern VPS Small Cap Growth B

**Small Value**

\_\_\_\_ % Franklin Small Cap Value Securities CI2  
\_\_\_\_ % Janus Aspen Sm Co Valu Svc (MF)

**Bonds**

\_\_\_\_ % AllianceBern VPS Amer GovtInc B  
\_\_\_\_ % Goldman Sachs VIT Core Fixed Income Svc  
\_\_\_\_ % Goldman Sachs VIT Govt Income Svc  
\_\_\_\_ % Goldman Sachs VIT Money Market Svc \*  
\_\_\_\_ % Oppenheimer Strategic Bnd Fund/VA Svc

**[FOR QUALIFIED PLANS ONLY****Large Value**

\_\_\_\_ % Goldman Sachs Balanced Strat A LW\*  
\_\_\_\_ % Goldman Sachs Equity Growth Strateg A LW  
\_\_\_\_ % Goldman Sachs Growth & Inc Strat A LW\*  
\_\_\_\_ % Goldman Sachs Growth Strat A LW\*

**Large Blend**

\_\_\_\_ % Goldman Sachs Intl Real Estate Sec A LW

**Mid Value**

\_\_\_\_ % Goldman Sachs Real Estate A Load Waived

**Mid Growth**

\_\_\_\_ % Goldman Sachs Tollkeeper A Load Waived]

**\*If you elect a Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider, you may only transfer contract Value between these subaccounts.**

**13. Optional Riders** (this section must be completed)

**A. Optional Death Benefits** I/We elect the following optional rider and understand there is an additional charge.

☐ **Step-Up Rider**

(AVAILABLE AT THE TIME OF APPLICATION AND CANNOT BE CANCELLED ONCE ELECTED. AGE RESTRICTIONS MAY APPLY)

**B. Optional Living Benefits** I/We elect the following optional rider and understand there is an additional charge. Please check only one or none of the following boxes. *If you elect a GLWB Rider, please note that special rules apply for naming Owner(s), Annuitants, and Beneficiaries.* [These Riders are currently only available for Qualified contracts.]

☐ **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider – GLWB Plus For One**

If you do not have a spouse\* on the Date of Issue, you must be named as the sole Owner and sole Annuitant, and any Beneficiary (spouse or non-spouse) may be named. You will be the Covered Person.

If you have a spouse on the Date of Issue, for Qualified Contracts, only one spouse may be named as the sole Owner and sole Annuitant and any Beneficiary (spouse or non-spouse) may be named. The Covered Person will be the sole Owner.

[If you have a spouse on the Date of Issue, for Non-Qualified Contracts, you must choose one of the following options:

- 1) one spouse is named as the sole Owner and sole Annuitant and any Beneficiary (spouse or non-spouse) may be named. The Covered Person will be the sole Owner.

OR

- 2) both spouses are named as joint Owners, Annuitants, and Beneficiaries. The Covered Person will be the older Owner.]

You cannot change or add any [Owner, joint Owner, Annuitant, or joint Annuitant,] unless such change is permitted by us in connection with a death or divorce. [ If your Contract has joint Owners, you also cannot change or add any Beneficiary, unless such change is permitted by us in connection with death or divorce.]

☐ **Guaranteed Lifetime Withdrawal Benefit (GLWB) Rider – GLWB Plus For Two**

To elect the GLWB Plus For Two Rider, you must have a spouse\* on the Date of Issue.

For Qualified Contracts, only one spouse may be named as the sole Owner and sole Annuitant and the other spouse must be named as the sole Beneficiary. The Covered Persons will be the sole Owner and the sole Beneficiary.

[For Non-Qualified Contracts, you must choose one of the following options:

- 1) one spouse is named as the sole Owner and sole Annuitant and the other spouse must be named as the sole Beneficiary. The Covered Persons will be the sole Owner and the sole Beneficiary.

OR

- 2) both spouses are named as joint Owners, Annuitants, and Beneficiaries. The Covered Persons will be both Owners.]

Note that the Covered Persons must have birthdates less than 6 years apart from each other.

You cannot change or add any [Owner, joint Owner, Annuitant, or joint Annuitant,] unless such change is permitted by us in connection with a death or divorce. You also cannot change or add any Beneficiary, unless such change is permitted by us in connection with death or divorce.

\*A spouse must qualify as a "spouse" under the Code.

(AVAILABLE AT THE TIME OF APPLICATION AND CANNOT BE CANCELLED ONCE ELECTED. AGE RESTRICTIONS MAY APPLY)

**C. Other Optional Riders** I/We elect the following optional rider and I/We understand there is an additional charge for this rider.

☐ **No Withdrawal Charge Rider**

(AVAILABLE AT THE TIME OF APPLICATION AND CANNOT BE CANCELLED ONCE ELECTED. AGE RESTRICTIONS MAY APPLY)

**14. Consent to Electronic Delivery**

- ☐ I agree to have prospectus updates, semi-annual reports, proxy solicitation material and other applicable regulatory documents delivered to me on an IBM and Macintosh compatible CD-Rom. I understand that at any time I may change my mind and choose to receive paper copies of applicable regulatory documents by calling [phone number]

If you do not check the box above, you will receive paper copies of all required regulatory documents. You will not receive electronic copies in addition to paper copies provided.

### 15. Telephone Authorization

By signing this application, I authorize and direct Commonwealth Annuity and Life Insurance Company (Commonwealth Annuity) to accept telephone instructions from the owner, active insurance representative, and the individual listed below to effect transfers and/or future purchase payment allocation changes. I agree to hold harmless and indemnify Commonwealth Annuity and its affiliates and its directors, employees and representatives against any claim arising from such action. I am aware that I may deny the active insurance representative authorization to make telephone transfers by checking the designated box below.

Name of additional authorized individual (if any) \_\_\_\_\_

- ☐ I do not authorize the active insurance representative to make telephone transfers on my behalf.  
☐ I do not accept this telephone transfer privilege.

### 16. Remarks

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |
|  |

### 17. Warnings, Notices and Statements

**Arkansas, Colorado, District of Columbia, Kentucky, Louisiana, Maine, New Mexico, Ohio, Oklahoma, Pennsylvania and Tennessee Fraud Warning** - Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

**Florida Fraud Warning** - Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

**Michigan Fraud Warning** - Any person who submits an application or files a claim with intent to defraud or helps commit a fraud against an insurer, as determined by a court of competent jurisdiction, is guilty of a crime.

**New Jersey Fraud Warning** - Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Amounts received under a 403(b) annuity may be distributed only when the employee a) reaches 59 1/2; b) severs employment; c) dies; d) becomes disabled; or e) is eligible for hardship.

By signing below, you are indicating that you have received an IRA disclosure statement (if applicable).

**RECEIPT IS ACKNOWLEDGED OF THE CURRENT PROSPECTUSES FOR THIS VARIABLE ANNUITY AND THE UNDERLYING FUNDS. PAYMENTS AND VALUES PROVIDED BY THE CONTRACT, WHEN BASED ON INVESTMENT EXPERIENCE OF THE SUBACCOUNTS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. THEY ARE NOT GUARANTEED BY THE COMPANY, ANY OTHER INSURANCE COMPANY, THE US GOVERNMENT OR ANY STATE GOVERNMENT, AND ARE NOT INSURED BY THE FDIC, THE FEDERAL RESERVE BOARD OR ANY OTHER FEDERAL OR STATE AGENCY. ALL RISK IS BORNE BY THE OWNER FOR THOSE FUNDS ASSIGNED TO A SEPARATE ACCOUNT.**

**THE INITIAL INTEREST RATE IS GUARANTEED ONLY FOR A LIMITED PERIOD OF TIME.**

☐ Please check here if you want a Statement of Additional Information.

I agree that the above statements are true and correct to the best of my knowledge and belief and are made as a basis for my application.

I acknowledge the receipt of the Warnings, Notices And Statements in Section 17

### 18. Signatures

|  |   |       |
|--|---|-------|
| Application Made at (City):  | State:                                    | Date: |
| Signature of Owner/Participant:  | Signature of Joint Owner: (if applicable) |       |
| Signature of Plan Owner: (For 401, 403(b) and 457(b) plans, if applicable) |   |       |



**19. Producer Information**

Does the owner have any existing annuity contracts or life insurance? ☐ Yes ☐ No

To the best of your knowledge, will any existing life insurance or annuity contract be replaced or will values from another insurance policy or annuity contract (through loans, surrenders or otherwise) be used to pay purchase payments for the annuity contract applied for? ☐ Yes ☐ No

If yes, please indicate annuity or life insurance below, enter the plan type code and submit any required replacement forms.

☐ Life Insurance . ☐ Annuity Plan Type Code \_\_\_\_\_

(If more than one company use Remarks section on page 5.)

I certify that the information provided by the owner has been accurately recorded; current prospectuses were delivered; no written sales materials other than those approved by the Principal Office were used; and I have reasonable grounds to believe the purchase of the contract applied for is suitable for the owner. **Suitability information has been obtained and filed with the broker/dealer.**

|  |                 |   |  |
|--|-----------------|---|--|
| Signature of Producer 1:                           | E-mail Address: | Insurance Producer #                              |  |
| Printed Name of Producer 1:                        | Phone #:        | Date:   | Commission Option _____<br>Producer 1 _____ % Producer 2 _____ % |
| Signature of Producer 2 (if applicable):           | E-mail Address: | Insurance Producer #                              |  |
| Printed Name of Producer 2 (if applicable):        | Phone #:        | Date:   |  |
| Printed Name of Broker/Dealer:                     |                 | Broker/Dealer Principal Approval<br>Not Required: |  |
| Branch Office Street Address for Contract Delivery |                 |   |  |
| Florida License ID # for Contracts Sold in Florida |                 |   |  |

January 11, 2012

Jeff Kulesus, FLMI  
Consultant  
Milliman, Inc.  
Two Conway Park  
1450 Field Drive, Suite 180  
Lake Forest, Illinois 60045

RE: State Insurance Filings

Dear Mr. Kulesus:

This letter will serve as authorization from Commonwealth Annuity and Life Insurance Company (the "Company") for employees of Milliman, Inc. to file contract forms and other related material in states where the Company is authorized to conduct business, and to respond to inquiries from state insurance departments and jurisdictions on the Company's behalf in relation to the filing of this contract.

Sincerely,



Sheila St.Hilaire  
Commonwealth Annuity and Life Insurance Company  
Vice President, Legal  
Tel: 508 460.2438  
Email: [sheila.stilaire@cwannuity.com](mailto:sheila.stilaire@cwannuity.com)

## Commonwealth Annuity and Life Insurance Company

| Statement of Variables for Advantage IV<br>Form # 3038-07  | Description of Variable Item  |
|--|---|
| Front Cover Free Look Period   | Contract print will show 10 days for all contract issues except when the contract is issued as a replacement, at which time contract print will show 30 days instead.   |
| Contract Number, Issue Date, Initial Purchase Payment, Owner, Owner date of birth or trust inception date, Annuitant, Annuitant gender, Annuitant date of birth, Joint Owner, Joint Owner date of birth, Joint Annuitant, Joint Annuitant gender, Joint Annuitant date of birth, Annuity Date, Agent | This information will change based on the applicable information for each Contract Owner and Annuitant.   |
| Type of Contract   | Qualified or Non-Qualified  |
| Maximum Annuity Date   | The date that annuity payments commence may not be later than this date. May vary between the Valuation Date on or next following the later of the original Owner's or Annuitant's 85 <sup>th</sup> birthday or the Valuation Date on or next following the later of the original Owner's or Annuitant's 99 <sup>th</sup> birthday. |
| Minimum Annuity Date   | The date that annuity payments commence may not be earlier than this date. May vary from the Issue Date to the Valuation Date on or next following two years from the Issue Date  |
| Maximum Owner Age on the Date of Issue   | This is the maximum Owner age at which we will issue the Contract. This is also a maximum age limit for any new or additional Owner. May vary from 75 to 84   |
| Maximum Annuitant Age on the Date of Issue   | This is the maximum Annuitant age at which we will issue the Contract. This is also a maximum age limit for any new or additional Annuitant. May vary from 75 to 84   |
| [Date of Continuance]  | If there is a Date of Continuance, it will appear here, otherwise it will not be shown.   |
| [Step-Up Death Benefit]  | If the Step-Up Death Benefit is selected, it will be indicated as 'Selected', otherwise it will not be shown  |

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| [No Withdrawal Charge Rider] | If the No Withdrawal Charge Rider is selected, it will be indicated as 'Selected', otherwise it will not be shown |
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| The minimum guaranteed Fixed Account interest rate: [Contract Years: 1 – 10: 1.00%; 11+: 1.00%]   | The minimum may be as low as what is shown to the left or as high as 3.00% for all Contract Years.   |
| The Initial Period is: Through the end of the calendar month in which the Purchase Payment or transfer request is received and for [12] additional calendar months thereafter | The initial rate guarantee may last from 12 to 60 months   |
| Subsequent periods are: [12] calendar months  | The subsequent rate guarantee may last from 12 to 60 months  |
| Maximum Purchase Payment Date   | This is the latest date that we will accept a Purchase Payment. May be as early as the Issue Date or as late as prior to the older Owner's or Annuitant's 85 <sup>th</sup> birthday. |
| Maximum Total Purchase Payments   | May vary from \$250,000 to \$1,000,000, or a higher amount with our prior approval   |
| Maximum Fixed Account Purchase Payments per Contract Year   | May vary from \$25,000 to \$1,000,000 for Non-Qualified business. May vary from \$25,000 to \$1,000,000 for Qualified business   |
| Minimum Initial Purchase Payment  | May vary from \$1,000 to \$25,000 for Non-Qualified business. May vary from \$25 to \$1,000 for Qualified business   |
| Minimum Subsequent Purchase Payment   | May vary from \$25 to \$1,000 for Non-Qualified business. May vary from \$25 to \$250 for Qualified business   |
| Minimum Initial Account Allocation  | May vary from \$50 to \$500  |
| Minimum Subsequent Account Allocation   | May vary from \$50 to \$500  |
| Withdrawal Charges:<br>Contribution Year:<br>[First] = [6]%<br>[Second] = [5]%<br>[Third] = [4]%<br>[Fourth] = [3]%   | May vary from the maximum charges shown in the schedule to the left to a minimum of 3% in the first year, 2% in the second year, 1% in the third year and 0% thereafter.             |

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| <p>[Fifth] = [2]%<br/>[Sixth] = [1]%<br/>[Seventh +] = [0]%</p> |  |
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| Annual Contract Fee (deducted from Contract Value)   | May vary from \$0.00 to \$40.00  |
| <p>[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.</p> <p>When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]</p>   | <ol style="list-style-type: none"> <li>1. We may waive the Contract Fee if the Contract Value is as low as \$25,000 or as high as \$100,000.</li> <li>2. We may remove the language that allows us to assess the Contract Fee on annuitization.</li> <li>3. We may assess the entire Contract Fee annually at the end of each calendar year or at the end of each Contract Year rather than at the end of each calendar quarter</li> </ol> |
| Mortality and Expense Risk Charge  | May vary from 1.00% to 1.30%   |
| Administration Charge  | May vary from 0.00% to 0.30%   |
| [Step-Up Death Benefit Charge]   | Will only appear if the Step-Up Death Benefit Rider is selected. The charge may vary from 0.10% to 0.30%   |
| [No Withdrawal Charge Rider]   | Will only appear if the No Withdrawal Charge Rider is selected. The charge may vary from 0.10% to 0.50%  |
| <p>[Commutation Charge</p> <p>For a fixed Annuity Option:</p> <ol style="list-style-type: none"> <li>1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less</li> <li>2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.</li> </ol> <p>For a variable Annuity Option:</p> <ol style="list-style-type: none"> <li>1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less</li> </ol> | <p>In the bracketed text to the left, the 1% rate may vary from 0% to 1%. (A rate of 0% would result in no commutation charge). We will use the same rate for commutation of fixed and variable payments.</p> <p>We may also revise the last paragraph to allow us to assess a commutation charge on remaining certain period payments under any new Annuity Option that we may offer in the future</p>                                    |

|  |   |
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| <p>2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.</p> <p>We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.</p> <p>This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]</p> |   |
| <p>[Qualified Plan Loan Interest Rate Charged<br/>Loans not subject to ERISA: 5.50%<br/>Loans subject to ERISA: Moody's Corporate Bond Yield Average—Monthly Average Corporates (rounded to the nearest 0.25%)]</p>  | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%]</p>   | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>Premium Tax</p>   | <p>Will vary based on the applicable premium tax for the state in which the Contract is issued.</p>             |
| <p>Initial Allocations &amp; Allocation Percentages</p>  | <p>Will vary based on available Investment Options selected by Owner</p>  |
| <p>Fixed Account - Initial Annual Effective Interest Rate</p>  | <p>May be as low as 1.00% or as high as 10.00% depending on current market conditions</p>                       |

## Commonwealth Annuity and Life Insurance Company

| <b>Statement of Variables for Preferred Plus Form # 3039-07</b>  | <b>Description of Variable Item</b>   |
|--|---|
| Front Cover Free Look Period   | Contract print will show 10 days for all contract issues except when the contract is issued as a replacement, at which time contract print will show 30 days instead.   |
| Contract Number, Issue Date, Initial Purchase Payment, Owner, Owner date of birth or trust inception date, Annuitant, Annuitant gender, Annuitant date of birth, Joint Owner, Joint Owner date of birth, Joint Annuitant, Joint Annuitant gender, Joint Annuitant date of birth, Annuity Date, Agent | This information will change based on the applicable information for each Contract Owner and Annuitant.   |
| Type of Contract   | Qualified or Non-Qualified  |
| Maximum Annuity Date   | The date that annuity payments commence may not be later than this date. May vary between the Valuation Date on or next following the later of the original Owner's or Annuitant's 85 <sup>th</sup> birthday or the Valuation Date on or next following the later of the original Owner's or Annuitant's 99 <sup>th</sup> birthday. |
| Minimum Annuity Date   | The date that annuity payments commence may not be earlier than this date. May vary from the Issue Date to the Valuation Date on or next following two years from the Issue Date  |
| Maximum Owner Age on the Date of Issue   | This is the maximum Owner age at which we will issue the Contract. This is also a maximum age limit for any new or additional Owner. May vary from 75 to 84   |
| Maximum Annuitant Age on the Date of Issue   | This is the maximum Annuitant age at which we will issue the Contract. This is also a maximum age limit for any new or additional Annuitant. May vary from 75 to 84   |
| [Date of Continuance]  | If there is a Date of Continuance, it will appear here, otherwise it will not be shown.   |
| [Step-Up Death Benefit]  | If the Step-Up Death Benefit is selected, it will be indicated as 'Selected', otherwise it will not be shown  |



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| The minimum guaranteed Fixed Account interest rate: [Contract Years: 1 – 10: 1.00%; 11+: 1.00%]   | The minimum may be as low as what is shown to the left or as high as 3.00% for all Contract Years.   |
| The Initial Period is: Through the end of the calendar month in which the Purchase Payment or transfer request is received and for [12] additional calendar months thereafter | The initial rate guarantee may last from 12 to 60 months   |
| Subsequent periods are: [12] calendar months  | The subsequent rate guarantee may last from 12 to 60 months  |
| Maximum Purchase Payment Date   | This is the latest date that we will accept a Purchase Payment. May be as early as the Issue Date or as late as prior to the older Owner's or Annuitant's 85 <sup>th</sup> birthday.             |
| Maximum Total Purchase Payments   | May vary from \$250,000 to \$1,000,000, or a higher amount with our prior approval   |
| Maximum Fixed Account Purchase Payments per Contract Year   | May vary from \$25,000 to \$1,000,000 for Non-Qualified business. May vary from \$25,000 to \$1,000,000 for Qualified business   |
| Minimum Initial Purchase Payment  | May vary from \$1,000 to \$25,000 for Non-Qualified business. May vary from \$25 to \$1,000 for Qualified business   |
| Minimum Subsequent Purchase Payment   | May vary from \$25 to \$1,000 for Non-Qualified business. May vary from \$25 to \$250 for Qualified business   |
| Minimum Initial Account Allocation  | May vary from \$50 to \$500  |
| Minimum Subsequent Account Allocation   | May vary from \$50 to \$500  |
| Purchase Payment Bonus ("PPB")  | May vary from 3.00% to 5.00%   |
| Withdrawal Charges:<br>Contribution Year:<br>[First] = [8]%<br>[Second] = [8]%<br>[Third] = [7]%<br>[Fourth] = [6]%<br>[Fifth] = [5]%<br>[Sixth] = [4]%                       | May vary from the maximum charges shown in the schedule to the left to a minimum of 4% in the first year, 4% in the second year, 3% in the third year, 2% in the fourth year, and 0% thereafter. |

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| [Seventh] = [3]%<br>[Eighth] = [2]%<br>[Ninth +] = [0]% |  |
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| Annual Contract Fee (deducted from Contract Value)  | May vary from \$0.00 to \$40.00   |
| <p>[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.</p> <p>When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]</p>  | 1. We may waive the Contract Fee if the Contract Value is as low as \$25,000 or as high as \$100,000.<br>2. We may remove the language that allows us to assess the Contract Fee on annuitization.<br>3. We may assess the entire Contract Fee annually at the end of each calendar year or at the end of each Contract Year rather than at the end of each calendar quarter                            |
| Mortality and Expense Risk Charge   | May vary from 1.20% to 1.50%  |
| Administration Charge   | May vary from 0.00% to 0.30%  |
| [Step-Up Death Benefit Charge]  | Will only appear if the Step-Up Death Benefit Rider is selected. The charge may vary from 0.10% to 0.30%  |
| [Commutation Charge<br>For a fixed Annuity Option:<br>1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less<br>2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.<br>For a variable Annuity Option:<br>1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of | <p>In the bracketed text to the left, the 1% rate may vary from 0% to 1%. (A rate of 0% would result in no commutation charge). We will use the same rate for commutation of fixed and variable payments.</p> <p>We may also revise the last paragraph to allow us to assess a commutation charge on remaining certain period payments under any new Annuity Option that we may offer in the future</p> |

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| <p>calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less</p> <p>2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate</p> |  |
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| <p>used in calculating the initial income payment plus 1%.</p> <p>We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.</p> <p>This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]</p> |   |
| <p>[Qualified Plan Loan Interest Rate Charged</p> <p>Loans not subject to ERISA: 5.50%</p> <p>Loans subject to ERISA: Moody's Corporate Bond Yield Average—Monthly Average Corporates (rounded to the nearest 0.25%)]</p>  | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%]</p>   | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>Premium Tax</p>   | <p>Will vary based on the applicable premium tax for the state in which the Contract is issued.</p>             |
| <p>Initial Allocations &amp; Allocation Percentages</p>  | <p>Will vary based on available Investment Options selected by Owner</p>  |

Fixed Account - Initial Annual Effective Interest Rate

May be as low as 1.00% or as high as 10.00% depending on current market conditions



132 Turnpike Road, Suite 210, Southborough, MA 01772

**RIGHT TO CANCEL - FREE LOOK PROVISION** - You have the right within the "free look" period, which is [10] days after receiving this Contract to cancel the Contract by delivering or mailing it to us, along with a letter instructing us to cancel your Contract. Upon receipt by us, this Contract will be cancelled and amounts refunded. The amount of the refund will be the Contract Value as of the Valuation Date on which we receive your Contract at our Service Center. Upon our receipt of this Contract and the letter instructing us to cancel the Contract, the Contract will be deemed void from the beginning.

We agree to pay annuity payments provided this Contract is in force on the Annuity Date. We further agree to pay the death benefit prior to the Annuity Date upon the death of an Owner when a death benefit is payable. Payment will be made upon our receipt of due proof of death and the return of this Contract.

This Contract is issued in consideration of the initial Purchase Payment. The provisions on this cover and the pages that follow are part of this Contract.

Signed for Commonwealth Annuity and Life Insurance Company at its home office in Southborough, Massachusetts.

A handwritten signature in black ink, appearing to read "Neil M. Mosh".

President

A handwritten signature in black ink, appearing to read "Scott D. Sullivan".

Corporate Secretary

**FLEXIBLE PREMIUM FIXED AND VARIABLE DEFERRED ANNUITY**

NON-PARTICIPATING

**WITHDRAWALS MAY BE SUBJECT TO A WITHDRAWAL CHARGE.**

**ALL BENEFITS, PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. REFER TO THE VARIABLE ACCOUNT AND ANNUITY PERIOD PROVISIONS FOR A DETERMINATION OF ANY VARIABLE BENEFITS.**

This is a legal contract between the Owner and Commonwealth Annuity and Life Insurance Company

**READ YOUR CONTRACT CAREFULLY.**



132 Turnpike Road, Suite 210, Southborough, MA 01772

**RIGHT TO CANCEL - FREE LOOK PROVISION** - You have the right within the "free look" period, which is [10] days after receiving this Contract to cancel the Contract by delivering or mailing it to us, along with a letter instructing us to cancel your Contract. Upon receipt by us, this Contract will be cancelled and amounts refunded. The amount of the refund will be the Contract Value as of the Valuation Date on which we receive your Contract at our Service Center minus the Purchase Payment Bonus (PPB) adjusted for any negative or positive investment performance. We will also return the mortality and expense risk charge, the administration charge, and any other charges proportionately attributable to the PPB. Thus, if you return this Contract during the "free look" period, you will not receive the PPB. Upon our receipt of this Contract and the letter instructing us to cancel the Contract, the Contract will be deemed void from the beginning.

We will increase your Contract Value by a percentage, as set forth in the Contract Schedule page, of each Purchase Payment you make.

We agree to pay annuity payments provided this Contract is in force on the Annuity Date. We further agree to pay the death benefit prior to the Annuity Date upon the death of an Owner when a death benefit is payable. Payment will be made upon our receipt of due proof of death and the return of this Contract.

This Contract is issued in consideration of the initial Purchase Payment. The provisions on this cover and the pages that follow are part of this Contract.

Signed for Commonwealth Annuity and Life Insurance Company at its home office in Southborough, Massachusetts.



President



Corporate Secretary

## **FLEXIBLE PREMIUM FIXED AND VARIABLE DEFERRED ANNUITY**

NON-PARTICIPATING

**WITHDRAWALS MAY BE SUBJECT TO A WITHDRAWAL CHARGE.**

**ALL BENEFITS, PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. REFER TO THE VARIABLE ACCOUNT AND ANNUITY PERIOD PROVISIONS FOR A DETERMINATION OF ANY VARIABLE BENEFITS.**

This is a legal contract between the Owner and Commonwealth Annuity and Life Insurance Company

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132 Turnpike Road, Suite 210, Southborough, MA 01772

**RIGHT TO CANCEL - FREE LOOK PROVISION** - You have the right within the "free look" period, which is [10] days after receiving this Contract to cancel the Contract by delivering or mailing it to us, along with a letter instructing us to cancel your Contract. Upon receipt by us, this Contract will be cancelled and amounts refunded. The amount of the refund will be the Contract Value as of the Valuation Date on which we receive your Contract at our Service Center. Upon our receipt of this Contract and the letter instructing us to cancel the Contract, the Contract will be deemed void from the beginning.

We agree to pay annuity payments provided this Contract is in force on the Annuity Date. We further agree to pay the death benefit prior to the Annuity Date upon the death of an Owner when a death benefit is payable. Payment will be made upon our receipt of due proof of death and the return of this Contract.

This Contract is issued in consideration of the initial Purchase Payment. The provisions on this cover and the pages that follow are part of this Contract.

Signed for Commonwealth Annuity and Life Insurance Company at its home office in Southborough, Massachusetts.

President

Corporate Secretary

#### **FLEXIBLE PREMIUM FIXED AND VARIABLE DEFERRED ANNUITY**

NON-PARTICIPATING

**WITHDRAWALS MAY BE SUBJECT TO A WITHDRAWAL CHARGE.**

**ALL BENEFITS, PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. REFER TO THE VARIABLE ACCOUNT AND ANNUITY PERIOD PROVISIONS FOR A DETERMINATION OF ANY VARIABLE BENEFITS.**

This is a legal contract between the Owner and Commonwealth Annuity and Life Insurance Company

**READ YOUR CONTRACT CAREFULLY.**



132 Turnpike Road, Suite 210, Southborough, MA 01772

**RIGHT TO CANCEL - FREE LOOK PROVISION** - You have the right within the "free look" period, which is [10] days after receiving this Contract to cancel the Contract by delivering or mailing it to us, along with a letter instructing us to cancel your Contract. Upon receipt by us, this Contract will be cancelled and amounts refunded. The amount of the refund will be the Contract Value as of the Valuation Date on which we receive your Contract at our Service Center minus the Purchase Payment Bonus (PPB) adjusted for any negative or positive investment performance. We will also return the mortality and expense risk charge, the administration charge, and any other charges proportionately attributable to the PPB. Thus, if you return this Contract during the "free look" period, you will not receive the PPB. Upon our receipt of this Contract and the letter instructing us to cancel the Contract, the Contract will be deemed void from the beginning.

We will increase your Contract Value by a percentage, as set forth in the Contract Schedule page, of each Purchase Payment you make.

We agree to pay annuity payments provided this Contract is in force on the Annuity Date. We further agree to pay the death benefit prior to the Annuity Date upon the death of an Owner when a death benefit is payable. Payment will be made upon our receipt of due proof of death and the return of this Contract.

This Contract is issued in consideration of the initial Purchase Payment. The provisions on this cover and the pages that follow are part of this Contract.

Signed for Commonwealth Annuity and Life Insurance Company at its home office in Southborough, Massachusetts.

A handwritten signature in black ink, appearing to read "Neil M. M...", with the word "President" printed below it.

President

A handwritten signature in black ink, appearing to read "Scott D. Sullivan", with the words "Corporate Secretary" printed below it.

Corporate Secretary

## **FLEXIBLE PREMIUM FIXED AND VARIABLE DEFERRED ANNUITY**

NON-PARTICIPATING

**WITHDRAWALS MAY BE SUBJECT TO A WITHDRAWAL CHARGE.**

**ALL BENEFITS, PAYMENTS AND VALUES PROVIDED BY THIS CONTRACT, WHEN BASED UPON THE INVESTMENT EXPERIENCE OF THE SUBACCOUNTS, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT. REFER TO THE VARIABLE ACCOUNT AND ANNUITY PERIOD PROVISIONS FOR A DETERMINATION OF ANY VARIABLE BENEFITS.**

This is a legal contract between the Owner and Commonwealth Annuity and Life Insurance Company

**READ YOUR CONTRACT CAREFULLY.**



## Commonwealth Annuity and Life Insurance Company

| Statement of Variables for Advantage IV<br>Form # 3038-07  | Description of Variable Item  |
|--|---|
| <div style="border: 1px solid black; padding: 5px;"> <u>Front Cover Free Look Period</u> </div>  | <u>Contract print will show 10 days for all contract issues except when the contract is issued as a replacement, at which time contract print will show 30 days instead.</u>  |
| Contract Number, Issue Date, Initial Purchase Payment, Owner, Owner date of birth or trust inception date, Annuitant, Annuitant gender, Annuitant date of birth, Joint Owner, Joint Owner date of birth, Joint Annuitant, Joint Annuitant gender, Joint Annuitant date of birth, Annuity Date, Agent | This information will change based on the applicable information for each Contract Owner and Annuitant.   |
| Type of Contract   | Qualified or Non-Qualified  |
| Maximum Annuity Date   | The date that annuity payments commence may not be later than this date. May vary between the Valuation Date on or next following the later of the original Owner's or Annuitant's 85 <sup>th</sup> birthday or the Valuation Date on or next following the later of the original Owner's or Annuitant's 99 <sup>th</sup> birthday. |
| Minimum Annuity Date   | The date that annuity payments commence may not be earlier than this date. May vary from the Issue Date to the Valuation Date on or next following two years from the Issue Date  |
| Maximum Owner Age on the Date of Issue   | This is the maximum Owner age at which we will issue the Contract. This is also a maximum age limit for any new or additional Owner. May vary from 75 to 84   |
| Maximum Annuitant Age on the Date of Issue   | This is the maximum Annuitant age at which we will issue the Contract. This is also a maximum age limit for any new or additional Annuitant. May vary from 75 to 84   |
| [Date of Continuance]  | If there is a Date of Continuance, it will appear here, otherwise it will not be shown.   |
| [Step-Up Death Benefit]  | If the Step-Up Death Benefit is selected, it will be indicated as 'Selected', otherwise it will not be shown  |

|                              |   |
|------------------------------|---|
| [No Withdrawal Charge Rider] | If the No Withdrawal Charge Rider is selected, it will be indicated as 'Selected', otherwise it will not be shown |
|------------------------------|---|

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|---|--|
| The minimum guaranteed Fixed Account interest rate: [Contract Years: 1 – 10: <del>21</del> .00%; 11+: <del>31</del> .00%]   | The minimum may be as low as what is shown to the left or as high as <del>43</del> .00% for all Contract Years.  |
| The Initial Period is: Through the end of the calendar month in which the Purchase Payment or transfer request is received and for [12] additional calendar months thereafter | The initial rate guarantee may last from 12 to 60 months   |
| Subsequent periods are: [12] calendar months  | The subsequent rate guarantee may last from 12 to 60 months  |
| Maximum Purchase Payment Date   | This is the latest date that we will accept a Purchase Payment. May be as early as the Issue Date or as late as prior to the older Owner's or Annuitant's 85 <sup>th</sup> birthday. |
| Maximum Total Purchase Payments   | May vary from \$250,000 to \$1,000,000, or a higher amount with our prior approval   |
| Maximum Fixed Account Purchase Payments per Contract Year   | May vary from \$25,000 to \$1,000,000 for Non-Qualified business. May vary from \$25,000 to \$1,000,000 for Qualified business   |
| Minimum Initial Purchase Payment  | May vary from \$1,000 to \$25,000 for Non-Qualified business. May vary from \$25 to \$1,000 for Qualified business   |
| Minimum Subsequent Purchase Payment   | May vary from \$25 to \$1,000 for Non-Qualified business. May vary from \$25 to \$250 for Qualified business   |
| Minimum Initial Account Allocation  | May vary from \$50 to \$500  |
| Minimum Subsequent Account Allocation   | May vary from \$50 to \$500  |
| Withdrawal Charges:<br>Contribution Year:<br>[First] = [6]%<br>[Second] = [5]%<br>[Third] = [4]%  | May vary from the maximum charges shown in the schedule to the left to a minimum of 3% in the first year, 2% in the second year, 1% in the third year and 0% thereafter.             |

|   |  |
|---|--|
| <p>[Fourth] = [3]%<br/>[Fifth] = [2]%<br/>[Sixth] = [1]%<br/>[Seventh +] = [0]%</p> |  |
|---|--|

|  |  |
|--|--|
| Annual Contract Fee (deducted from Contract Value)   | May vary from \$0.00 to \$40.00  |
| <p>[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.</p> <p>When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]</p>   | <ol style="list-style-type: none"> <li>1. We may waive the Contract Fee if the Contract Value is as low as \$25,000 or as high as \$100,000.</li> <li>2. We may remove the language that allows us to assess the Contract Fee on annuitization.</li> <li>3. We may assess the entire Contract Fee annually at the end of each calendar year or at the end of each Contract Year rather than at the end of each calendar quarter</li> </ol> |
| Mortality and Expense Risk Charge  | May vary from 1.00% to 1.30%   |
| Administration Charge  | May vary from 0.00% to 0.30%   |
| [Step-Up Death Benefit Charge]   | Will only appear if the Step-Up Death Benefit Rider is selected. The charge may vary from 0.10% to 0.30%   |
| [No Withdrawal Charge Rider]   | Will only appear if the No Withdrawal Charge Rider is selected. The charge may vary from 0.10% to 0.50%  |
| <p>[Commutation Charge</p> <p>For a fixed Annuity Option:</p> <ol style="list-style-type: none"> <li>1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less</li> <li>2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.</li> </ol> <p>For a variable Annuity Option:</p> <ol style="list-style-type: none"> <li>1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less</li> </ol> | <p>In the bracketed text to the left, the 1% rate may vary from 0% to 1%. (A rate of 0% would result in no commutation charge). We will use the same rate for commutation of fixed and variable payments.</p> <p>We may also revise the last paragraph to allow us to assess a commutation charge on remaining certain period payments under any new Annuity Option that we may offer in the future</p>                                    |

|  |   |
|--|---|
| <p>2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.</p> <p>We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.</p> <p>This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]</p> |   |
| <p>[Qualified Plan Loan Interest Rate Charged<br/>Loans not subject to ERISA: 5.50%<br/>Loans subject to ERISA: Moody's Corporate Bond Yield Average—Monthly Average Corporates (rounded to the nearest 0.25%)]</p>  | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%]</p>   | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>Premium Tax</p>   | <p>Will vary based on the applicable premium tax for the state in which the Contract is issued.</p>             |
| <p>Initial Allocations &amp; Allocation Percentages</p>  | <p>Will vary based on available Investment Options selected by Owner</p>  |
| <p>Fixed Account - Initial Annual Effective Interest Rate</p>  | <p>May be as low as <del>2</del>1.00% or as high as 10.00% depending on current market conditions</p>           |

## Commonwealth Annuity and Life Insurance Company

| Statement of Variables for Preferred Plus Form # 3039-07   | Description of Variable Item  |
|--|---|
| <u>Front Cover Free Look Period</u>  | <u>Contract print will show 10 days for all contract issues except when the contract is issued as a replacement, at which time contract print will show 30 days instead.</u>  |
| Contract Number, Issue Date, Initial Purchase Payment, Owner, Owner date of birth or trust inception date, Annuitant, Annuitant gender, Annuitant date of birth, Joint Owner, Joint Owner date of birth, Joint Annuitant, Joint Annuitant gender, Joint Annuitant date of birth, Annuity Date, Agent | This information will change based on the applicable information for each Contract Owner and Annuitant.   |
| Type of Contract   | Qualified or Non-Qualified  |
| Maximum Annuity Date   | The date that annuity payments commence may not be later than this date. May vary between the Valuation Date on or next following the later of the original Owner's or Annuitant's 85 <sup>th</sup> birthday or the Valuation Date on or next following the later of the original Owner's or Annuitant's 99 <sup>th</sup> birthday. |
| Minimum Annuity Date   | The date that annuity payments commence may not be earlier than this date. May vary from the Issue Date to the Valuation Date on or next following two years from the Issue Date  |
| Maximum Owner Age on the Date of Issue   | This is the maximum Owner age at which we will issue the Contract. This is also a maximum age limit for any new or additional Owner. May vary from 75 to 84   |
| Maximum Annuitant Age on the Date of Issue   | This is the maximum Annuitant age at which we will issue the Contract. This is also a maximum age limit for any new or additional Annuitant. May vary from 75 to 84   |
| [Date of Continuance]  | If there is a Date of Continuance, it will appear here, otherwise it will not be shown.   |
| [Step-Up Death Benefit]  | If the Step-Up Death Benefit is selected, it will be indicated as 'Selected', otherwise it will not be shown  |

|   |  |
|---|--|
| The minimum guaranteed Fixed Account interest rate: [Contract Years: 1 – 10: <del>21</del> .00%; 11+: <del>31</del> .00%]   | The minimum may be as low as what is shown to the left or as high as <del>43</del> .00% for all Contract Years.  |
| The Initial Period is: Through the end of the calendar month in which the Purchase Payment or transfer request is received and for [12] additional calendar months thereafter | The initial rate guarantee may last from 12 to 60 months   |
| Subsequent periods are: [12] calendar months  | The subsequent rate guarantee may last from 12 to 60 months  |
| Maximum Purchase Payment Date   | This is the latest date that we will accept a Purchase Payment. May be as early as the Issue Date or as late as prior to the older Owner's or Annuitant's 85 <sup>th</sup> birthday.             |
| Maximum Total Purchase Payments   | May vary from \$250,000 to \$1,000,000, or a higher amount with our prior approval   |
| Maximum Fixed Account Purchase Payments per Contract Year   | May vary from \$25,000 to \$1,000,000 for Non-Qualified business. May vary from \$25,000 to \$1,000,000 for Qualified business   |
| Minimum Initial Purchase Payment  | May vary from \$1,000 to \$25,000 for Non-Qualified business. May vary from \$25 to \$1,000 for Qualified business   |
| Minimum Subsequent Purchase Payment   | May vary from \$25 to \$1,000 for Non-Qualified business. May vary from \$25 to \$250 for Qualified business   |
| Minimum Initial Account Allocation  | May vary from \$50 to \$500  |
| Minimum Subsequent Account Allocation   | May vary from \$50 to \$500  |
| Purchase Payment Bonus ("PPB")  | May vary from 3.00% to 5.00%   |
| Withdrawal Charges:<br>Contribution Year:<br>[First] = [8]%<br>[Second] = [8]%<br>[Third] = [7]%<br>[Fourth] = [6]%<br>[Fifth] = [5]%   | May vary from the maximum charges shown in the schedule to the left to a minimum of 4% in the first year, 4% in the second year, 3% in the third year, 2% in the fourth year, and 0% thereafter. |

|   |  |
|---|--|
| [Sixth] = [4]%<br>[Seventh] = [3]%<br>[Eighth] = [2]%<br>[Ninth +] = [0]% |  |
|---|--|

|   |   |
|---|---|
| Annual Contract Fee (deducted from Contract Value)  | May vary from \$0.00 to \$40.00   |
| <p>[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.</p> <p>When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]</p>  | 1. We may waive the Contract Fee if the Contract Value is as low as \$25,000 or as high as \$100,000.<br>2. We may remove the language that allows us to assess the Contract Fee on annuitization.<br>3. We may assess the entire Contract Fee annually at the end of each calendar year or at the end of each Contract Year rather than at the end of each calendar quarter                            |
| Mortality and Expense Risk Charge   | May vary from 1.20% to 1.50%  |
| Administration Charge   | May vary from 0.00% to 0.30%  |
| [Step-Up Death Benefit Charge]  | Will only appear if the Step-Up Death Benefit Rider is selected. The charge may vary from 0.10% to 0.30%  |
| [Commutation Charge<br>For a fixed Annuity Option:<br>1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less<br>2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.<br>For a variable Annuity Option:<br>1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of | <p>In the bracketed text to the left, the 1% rate may vary from 0% to 1%. (A rate of 0% would result in no commutation charge). We will use the same rate for commutation of fixed and variable payments.</p> <p>We may also revise the last paragraph to allow us to assess a commutation charge on remaining certain period payments under any new Annuity Option that we may offer in the future</p> |



|   |  |
|---|--|
| <p>calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less</p> <p>2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate</p> |  |
|---|--|

|  |   |
|--|---|
| <p>used in calculating the initial income payment plus 1%.</p> <p>We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.</p> <p>This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]</p> |   |
| <p>[Qualified Plan Loan Interest Rate Charged</p> <p>Loans not subject to ERISA: 5.50%</p> <p>Loans subject to ERISA: Moody's Corporate Bond Yield Average—Monthly Average Corporates (rounded to the nearest 0.25%)]</p>  | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%]</p>   | <p>This language will only appear if the Contract is a Qualified Annuity and the GLWB Rider is not selected</p> |
| <p>Premium Tax</p>   | <p>Will vary based on the applicable premium tax for the state in which the Contract is issued.</p>             |
| <p>Initial Allocations &amp; Allocation Percentages</p>  | <p>Will vary based on available Investment Options selected by Owner</p>  |

|  |   |
|--|---|
| Fixed Account - Initial Annual Effective Interest Rate | May be as low as <del>2</del> 1.00% or as high as 10.00% depending on current market conditions |
|--|---|

## CONTRACT SCHEDULE

|   |                   |                                      |
|---|-------------------|--------------------------------------|
| Contract number:                                | CWPP_ADV_FL       | Issue Date: December 03, 2007        |
| Initial Purchase Payment:                       | \$3,562.00        | Type of Contract: Qualified - 403(b) |
| Owner:  | PATRICE A ROE     |                                      |
| Owner date of birth<br>or trust inception date: | June 11, 1952     |                                      |
| Annuitant:                                      | PATRICE A ROE     |                                      |
| Annuitant gender:                               | Female            |                                      |
| Annuitant date of birth:                        | June 11, 1952     |                                      |
| Joint Owner:                                    |                   |                                      |
| Joint Owner date of birth:                      | N/A               |                                      |
| Joint Annuitant:                                | None              |                                      |
| Joint Annuitant gender:                         | N/A               |                                      |
| Joint Annuitant date of birth:                  | N/A               |                                      |
| Annuity Date:                                   | June 11, 2042     |                                      |
| Maximum Annuity Date:                           | June 11, 2042     |                                      |
| Minimum Annuity Date:                           | December 03, 2008 |                                      |
| Maximum Owner Age<br>on Date of Issue:          | 79                |                                      |
| Maximum Annuitant Age<br>on Date of Issue:      | 79                |                                      |
| No Withdrawal Charge Rider:                     | Selected          |                                      |
| Agent:  | JOHN SHOWALTER    |                                      |

## Contract Schedule (continued)

### Fixed Account

We declare a fixed account interest rate for each Purchase Payment allocation and for each Contract Value transfer to the Fixed Account for an initial period and at the start of each subsequent period. This interest rate will never be less than the minimum guaranteed Fixed Account interest rate.

The minimum guaranteed Fixed Account interest rate: Contract Years 1 – 10 ~~21~~.00%  
11+ ~~31~~.00%

The Initial Period is: Through the end of the calendar month in which the Purchase Payment or transfer request is received and for 12 additional calendar months thereafter

Subsequent periods are: 12 calendar months

Maximum Purchase Payment Date: June 11, 2032

Maximum Total Purchase Payments: \$1,000,000 or a higher amount with our prior approval

Maximum Fixed Account Purchase Payments Per Contract Year: \$100,000 Non-Qualified  
\$1,000,000 Qualified

Minimum Initial Purchase Payment: \$2,500 Non-Qualified  
\$50 Qualified

Minimum Subsequent Purchase Payment: \$500 Non-Qualified  
\$50 Qualified

Minimum Initial Account Allocation: Subaccount \$50

Minimum Subsequent Account Allocation: Subaccount \$50

## CONTRACT SCHEDULE (continued)

Each Contract Year we guarantee that you can withdraw up to the Free Withdrawal Amount without incurring a withdrawal charge. We also apply the Free Withdrawal Amount upon full surrender of the Contract. The Free Withdrawal Amount, which will never be less than zero, is equal to  $(a + b)$  multiplied by 10% — c, where:

- a) is Contract Value less Debt prior to the withdrawal or surrender ;
- b) is previous partial withdrawals made during the Contract Year (whether or not subject to withdrawal charges); and
- c) is previous partial withdrawals made during the Contract Year that were not subject to withdrawal charges.

If you withdraw an amount in excess of the Free Withdrawal Amount, we may impose a withdrawal charge on the excess. At the time of the withdrawal or surrender, we will determine whether the amount withdrawn includes Purchase Payments (and earnings attributable to those Purchase Payments) that were made within the previous six Contribution Years. We will determine the withdrawal charge percentage for each Purchase Payment and earnings attributable to that Purchase Payment withdrawn as follows:

| Contribution Year | Withdrawal Charge |
|-------------------|-------------------|
| First             | 6%                |
| Second            | 5%                |
| Third             | 4%                |
| Fourth            | 3%                |
| Fifth             | 2%                |
| Sixth             | 1%                |
| Seventh +         | 0%                |

For purposes of calculating the withdrawal charge on partial withdrawals and surrenders, we assume that amounts are withdrawn from Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which they were received.

The Free Withdrawal Amount and withdrawal charge also generally apply at annuitization to amounts attributable to Purchase Payments (and earnings attributable to those Purchase Payments) in their sixth Contribution Year or earlier. However, we do not assess a withdrawal charge upon annuitization if you select Annuity Option 2, 3, 4, or 5, or if payments under Annuity Option 1 are scheduled to continue for at least ten years.

Annual Contract Fee (deducted from Contract Value): \$30.00

We will waive this fee for Contracts with Contract Value of \$50,000 or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.

When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.

## CONTRACT SCHEDULE (continued)

|   |       |
|---|-------|
| Mortality and Expense Risk Charge (as a percentage of Separate Account Contract Value): | 1.15% |
| Administration Charge (as a percentage of Separate Account Contract Value):             | 0.15% |
| No Withdrawal Charge Rider Charge (as a percentage of Contract Value):                  | 0.35% |

### Commutation Charge

For a fixed Annuity Option:

- 1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.

For a variable Annuity Option:

- 1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.

We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.

This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.

### Qualified Plan Loan Interest Rate Charged

Loans not subject to ERISA: 5.50%

Loans subject to ERISA: Moody's Corporate Bond Yield Average-Monthly Average Corporates (rounded to the nearest 0.25%)

Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less 2.5%

Premium Tax: 0.00%

# **CONTRACT SCHEDULE (continued)**

| Initial Allocations               | Source | Initial Annual Effective Interest Rate(s) | Allocation Percentage(s) |
|-----------------------------------|--------|---|--------------------------|
| Franklin Income Securities        | EE     | N/A                                       | 20.00                    |
| Franklin Mutual Discovery         | EE     | N/A                                       | 20.00                    |
| Franklin Mutual Shares Securities | EE     | N/A                                       | 20.00                    |
| GS VIT Core Fixed Income          | EE     | N/A                                       | 20.00                    |
| Templeton Growth Securities       | EE     | N/A                                       | 20.00                    |

Separate Account: Commonwealth Annuity Separate Account A

|   |   |
|---|---|
| AIM V.I. Core Equity Fund                             | Goldman Sachs VIT Core Fixed Income Fund              |
| AIM V.I. Leisure Fund                                 | Goldman Sachs VIT Equity Index Fund                   |
| AllianceBernstein VPS Intermediate Bond               | Goldman Sachs VIT Government Income Fund              |
| AllianceBernstein VPS International Value Portfolio   | Goldman Sachs VIT Growth and Income Fund              |
| AllianceBernstein VPS Small Cap Growth Portfolio      | Goldman Sachs VIT Growth Opportunities Fund           |
| AllianceBernstein VPS Small/Mid Cap Value Portfolio   | Goldman Sachs VIT Money Market Fund                   |
| FT VIP Franklin Global Communications Securities Fund | Goldman Sachs VIT Strategic International Equity Fund |
| FT VIP Franklin Income Securities Fund                | Goldman Sachs VIT Structured Small Cap Equity Fund    |
| FT VIP Franklin Mutual Discovery Securities Fund      | Goldman Sachs VIT Structured U.S. Equity Fund         |
| FT VIP Franklin Mutual Shares Securities Fund         | Janus Aspen Forty Portfolio                           |
| FT VIP Franklin Small Cap Value Securities Fund       | Janus Aspen Midcap Growth Portfolio                   |
| FT VIP Templeton Global Asset Allocation Fund         | Janus Aspen Perkins Midcap Value Portfolio            |
| FT VIP Templeton Growth Securities Fund               | Janus Aspen Perkins Small Company Value Portfolio     |
| Goldman Sachs Balanced Strategy Portfolio             | Oppenheimer Balanced Fund/VA                          |
| Goldman Sachs Equity Growth Strategy Portfolio        | Oppenheimer Global Securities Fund/VA                 |
| Goldman Sachs Growth and Income Strategy Portfolio    | Oppenheimer Main St Small Cap Fund/VA                 |
| Goldman Sachs Growth Strategy Portfolio               | Oppenheimer Strategic Bond Fund/VA                    |
| Goldman Sachs International Real Estate Security Fund | Pioneer Cullen Value VCT Portfolio                    |
| Goldman Sachs Real Estate Security Fund               | Pioneer Emerging Markets VCT Portfolio                |
| Goldman Sachs Tollkeeper Fund                         | Pioneer Growth Opportunities VCT Portfolio            |
| Goldman Sachs VIT Capital Growth Fund                 | Pioneer Mid Cap Value VCT Portfolio                   |

## CONTRACT SCHEDULE

|   |   |                   |                      |
|---|---|-------------------|----------------------|
| Contract number:                                | [CWPP_ADV_FL]   | Issue Date:       | [December 03, 2007]  |
| Initial Purchase Payment:                       | [\$3,562.00]  | Type of Contract: | [Qualified - 403(b)] |
| Owner:  | [PATRICE A ROE]   |                   |                      |
| Owner date of birth<br>or trust inception date: | [June 11, 1952]   |                   |                      |
| Annuitant:                                      | [PATRICE A ROE]   |                   |                      |
| Annuitant gender:                               | [Female]  |                   |                      |
| Annuitant date of birth:                        | [June 11, 1952]   |                   |                      |
| Joint Owner:                                    | [None]  |                   |                      |
| Joint Owner date of birth:                      | [N/A]   |                   |                      |
| Joint Annuitant:                                | [None]  |                   |                      |
| Joint Annuitant gender:                         | [N/A]   |                   |                      |
| Joint Annuitant date of birth:                  | [N/A]   |                   |                      |
| Annuity Date:                                   | [June 11, 2042]   |                   |                      |
| Maximum Annuity Date:                           | [Valuation Date on or next following the later of the original older Owner's<br>or Annuitant's 90th birthday] |                   |                      |
| Minimum Annuity Date:                           | [Valuation Date on or next following one year from the Issue Date]  |                   |                      |
| Maximum Owner Age<br>on Date of Issue:          | [79]  |                   |                      |
| Maximum Annuitant Age<br>on Date of Issue:      | [79]  |                   |                      |
| [Date of Continuance: N/A]                      |   |                   |                      |
| [Step-Up Death Benefit: Selected]               |   |                   |                      |
| No Withdrawal Charge Rider:                     | [Selected]  |                   |                      |
| Agent:  | [JOHN SHOWALTER]  |                   |                      |



## Contract Schedule (continued)

### Fixed Account

We declare a fixed account interest rate for each Purchase Payment allocation and for each Contract Value transfer to the Fixed Account for an initial period and at the start of each subsequent period. This interest rate will never be less than the minimum guaranteed Fixed Account interest rate.

The minimum guaranteed Fixed Account interest rate: [Contract Years 1 – 10 ~~21~~.00%  
11+ ~~31~~.00%]

The Initial Period is: [Through the end of the calendar month in which the Purchase Payment or transfer request is received and for 12 additional calendar months thereafter]

Subsequent periods are: [12 calendar months]

### Purchase Payments

Maximum Purchase Payment Date: [prior to older Owner's or Annuitant's 80<sup>th</sup> birthday]

Maximum Total Purchase Payments: [\$1,000,000] or a higher amount with our prior approval

Maximum Fixed Account Purchase Payments Per Contract Year: [\$100,000] Non-Qualified  
[\$1,000,000] Qualified

Minimum Initial Purchase Payment: [\$2,500] Non-Qualified  
[\$50] Qualified

Minimum Subsequent Purchase Payment: [\$500] Non-Qualified  
[\$50] Qualified

Minimum Initial Account Allocation: [Subaccount \$50]

Minimum Subsequent Account Allocation: [Subaccount \$50]

## CONTRACT SCHEDULE (continued)

### Withdrawal Charge:

Each Contract Year we guarantee that you can withdraw up to the Free Withdrawal Amount without incurring a withdrawal charge. We also apply the Free Withdrawal Amount upon full surrender of the Contract. The Free Withdrawal Amount, which will never be less than zero, is equal to (a + b) multiplied by 10% — c, where:

- a) is Contract Value less Debt prior to the withdrawal or surrender ;
- b) is previous partial withdrawals made during the Contract Year (whether or not subject to withdrawal charges); and
- c) is previous partial withdrawals made during the Contract Year that were not subject to withdrawal charges.

If you withdraw an amount in excess of the Free Withdrawal Amount, we may impose a withdrawal charge on the excess. At the time of the withdrawal or surrender, we will determine whether the amount withdrawn includes Purchase Payments (and earnings attributable to those Purchase Payments) that were made within the previous six Contribution Years. We will determine the withdrawal charge percentage for each Purchase Payment and earnings attributable to that Purchase Payment withdrawn as follows:

| Contribution Year | Withdrawal Charge |
|-------------------|-------------------|
| [First            | [6]%              |
| Second            | [5]%              |
| Third             | [4]%              |
| Fourth            | [3]%              |
| Fifth             | [2]%              |
| Sixth             | [1]%              |
| Seventh +]        | [0]%              |

For purposes of calculating the withdrawal charge on partial withdrawals and surrenders, we assume that amounts are withdrawn from Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which they were received.

The Free Withdrawal Amount and withdrawal charge also generally apply at annuitization to amounts attributable to Purchase Payments (and earnings attributable to those Purchase Payments) in their sixth Contribution Year or earlier. However, we do not assess a withdrawal charge upon annuitization if you select Annuity Option 2, 3, 4, or 5, or if payments under Annuity Option 1 are scheduled to continue for at least ten years.

Annual Contract Fee (deducted from Contract Value):                      \$[30.00]

[We will waive this fee for Contracts with Contract Value of \$[50,000] or more as of the Valuation Date we would otherwise deduct the fee. We assess one-quarter of the contract fee at the end of each calendar quarter and upon surrender or annuitization.

When we deduct the Contract Fee, we will reduce Purchase Payments (and earnings attributable to those Purchase Payments) in the chronological order in which we received such Purchase Payments in the Contract.]

## CONTRACT SCHEDULE (continued)

Mortality and Expense Risk Charge (as a percentage of Separate Account Contract Value): [1.15]%

Administration Charge (as a percentage of Separate Account Contract Value): [0.15]%

[Step-Up Death Benefit Charge:] (as a percentage of Separate Account Contract Value): [0.20%]

[No Withdrawal Charge Rider Charge (as a percentage of Contract Value):] [0.35]%

### [Commutation Charge

For a fixed Annuity Option:

- 1) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Fixed Annuity payments (as of the date of calculation), using a discount rate that is equal to the interest rate used in calculating the initial income payment plus 1%.

For a variable Annuity Option:

- 1) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment; less
- 2) the present value of any remaining guaranteed Variable Annuity payments(as of the date of calculation), using a discount rate that is equal to the assumed investment rate used in calculating the initial income payment plus 1%.

We will determine the present value of any remaining guaranteed Variable Annuity payments by applying the Annuity Unit value next determined after we receive the election to commute the remaining payments at our Service Center.

This charge only applies to the calculation of lump sum payments with respect to any remaining annuity payments in the certain period under Annuity Options 1, 3, or 5 upon the death of an Annuitant during the Annuity Period, or in commutation of remaining annuity payments under Annuity Option 1.]

### [Qualified Plan Loan Interest Rate Charged

Loans not subject to ERISA: 5.50%

Loans subject to ERISA: Moody's Corporate Bond Yield Average-Monthly Average Corporates (rounded to the nearest 0.25%)

[Qualified Plan Loan Interest Rate Credited: greater of the minimum guaranteed Fixed Account interest Rate and Qualified Plan Loan Interest Rate charged less [2.5]%]

Premium Tax: [0.00]%

| 3038-~~07~~12

## CONTRACT SCHEDULE (continued)

| Initial Allocations                 | Source | Initial Annual Effective Interest Rate(s) | Allocation Percentage(s) |
|-------------------------------------|--------|---|--------------------------|
| [Franklin Income Securities]        | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Discovery]         | [EE]   | [N/A]                                     | [20.00]                  |
| [Franklin Mutual Shares Securities] | [EE]   | [N/A]                                     | [20.00]                  |
| [GS VIT Core Fixed Income]          | [EE]   | [N/A]                                     | [20.00]                  |
| [Templeton Growth Securities]       | [EE]   | [N/A]                                     | [20.00]                  |

Separate Account: Commonwealth Annuity Separate Account A

|   |   |
|---|---|
| AIM V.I. Core Equity Fund                             | Goldman Sachs VIT Core Fixed Income Fund              |
| AIM V.I. Leisure Fund                                 | Goldman Sachs VIT Equity Index Fund                   |
| AllianceBernstein VPS Intermediate Bond               | Goldman Sachs VIT Government Income Fund              |
| AllianceBernstein VPS International Value Portfolio   | Goldman Sachs VIT Growth and Income Fund              |
| AllianceBernstein VPS Small Cap Growth Portfolio      | Goldman Sachs VIT Growth Opportunities Fund           |
| AllianceBernstein VPS Small/Mid Cap Value Portfolio   | Goldman Sachs VIT Money Market Fund                   |
| FT VIP Franklin Global Communications Securities Fund | Goldman Sachs VIT Strategic International Equity Fund |
| FT VIP Franklin Income Securities Fund                | Goldman Sachs VIT Structured Small Cap Equity Fund    |
| FT VIP Franklin Mutual Discovery Securities Fund      | Goldman Sachs VIT Structured U.S. Equity Fund         |
| FT VIP Franklin Mutual Shares Securities Fund         | Janus Aspen Forty Portfolio                           |
| FT VIP Franklin Small Cap Value Securities Fund       | Janus Aspen Midcap Growth Portfolio                   |
| FT VIP Templeton Global Asset Allocation Fund         | Janus Aspen Perkins Midcap Value Portfolio            |
| FT VIP Templeton Growth Securities Fund               | Janus Aspen Perkins Small Company Value Portfolio     |
| Goldman Sachs Balanced Strategy Portfolio             | Oppenheimer Balanced Fund/VA                          |
| Goldman Sachs Equity Growth Strategy Portfolio        | Oppenheimer Global Securities Fund/VA                 |
| Goldman Sachs Growth and Income Strategy Portfolio    | Oppenheimer Main St Small Cap Fund/VA                 |
| Goldman Sachs Growth Strategy Portfolio               | Oppenheimer Strategic Bond Fund/VA                    |
| Goldman Sachs International Real Estate Security Fund | Pioneer Cullen Value VCT Portfolio                    |
| Goldman Sachs Real Estate Security Fund               | Pioneer Emerging Markets VCT Portfolio                |
| Goldman Sachs Tollkeeper Fund                         | Pioneer Growth Opportunities VCT Portfolio            |
| Goldman Sachs VIT Capital Growth Fund                 | Pioneer Mid Cap Value VCT Portfolio                   |